



# State of Minnesota Contract

SWIFT Contract No.: 218091

This Contract is between the State of Minnesota, acting through its Commissioner of Administration ("State") and Landscape Structures Inc. whose designated business address is 601 7<sup>th</sup> Street S, Delano, MN 55328 ("Contractor"). State and Contractor may be referred to jointly as "Parties."

## Recitals

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1. State issued a solicitation identified as SWIFT Event No. 2000012830 on June 13, 2022, for park and playground equipment and installation ("Solicitation");
2. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and
3. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

## Contract

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### 1. Term of Contract

1.1 Effective date. October 1, 2022, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.

1.2 Expiration date. September 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional 48 months, in increments as determined by the State, through a duly executed amendment.

1.3 Contract Use. This Contract is not exclusive and shall not be construed as guarantying a minimum or maximum amount of usage.

### 2. Contractor's Duties

The Contractor shall perform all duties described in this Contract to the satisfaction of the State.

### 3. Representations and Warranties

3.1 Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law the State is empowered to engage such assistance as deemed necessary.

3.2 Contractor warrants that it is duly qualified and shall perform its obligations under this Contract in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Contract, to the satisfaction of the State.

3.3 Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms.

#### **4. Time**

The Contractor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence.

#### **5. Compensation and Conditions of Payment**

5.1 Compensation. The State will pay for performance by the Contractor under this Contract in accordance with the breakdown of costs as set forth in Exhibit D which is attached and incorporated into this Contract.

5.2 Conditions of Payment. All duties performed by the Contractor under this Contract must be performed to the State's satisfaction and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

#### **6. Authorized Representative**

6.1 The State's Authorized Representative is Katy McCann, Acquisition Management Specialist, 50 Sherburne Avenue, Suite 112, Saint Paul, MN 55155, (651) 201-3128, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

6.2 Contractor's Authorized Representative. The Contractor's Authorized Representative is Fred Caslavka, CFO, at the following business address and telephone number: 601 7<sup>th</sup> Street S, Delano, MN 55328 and (763) 972-3391, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

#### **7. Exhibits**

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

Exhibit A: Contract Terms

Exhibit B: Insurance Terms

Exhibit C: Specifications, Duties, and Scope of Work

Exhibit D: Price and Payment Schedule

**1. Landscape Structures Inc.**

***The Contractor certifies that the appropriate person(s) have executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.5***

Print name: Fred Caslavka

Signature:



Title: CFO

Date: 9/13/22

**2. Office of State Procurement**


***With delegated authority***

Katy McCann

Print name:

Signature:

DocuSigned by:



Title: Acquisition Management Specialist Date: 9/28/2022

**3. Commissioner of Administration**

***As delegated to The Office of State Procurement***

Glen Carpenter

Print name:

Signature:

DocuSigned by:



Title: AMS Date: 9/28/2022

## Exhibit A: Contract Terms

### 1. Prompt Payment and Invoicing.

1.1 Prompt Payment. The State will pay the Contractor pursuant to Minn. Stat. § 16A.124, which requires payment within 30 days following receipt of an undisputed invoice, or merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read "Net 30 days." Notwithstanding the foregoing, the State may pay the Contractor in advance for purchases as allowed pursuant to Minn. Stat. §16A.065.

The payment for each order will only be made for goods received or services actually performed that have been accepted by the ordering entity, and meet all terms, conditions, and specifications of the Contract and the ordering document.

1.2 Payment. For furnish and installation, the Contractor shall report progress and make application of payment in electronic format for all furnish and installation projects. Application of payment shall be presented to the Owners Representative.

An amount equal to five percent (5%) of each estimate shall be retained by the owner until, in the opinion of the Inspector and the Owner's Representative the work is substantially completed, after which time the retained percentage may be reduced to an amount equal to the reasonable cost of minor corrections, adjustments, uncompleted work or unsatisfactory work yet remaining to be done by the Contractor.

The Contractor has the option, with Owner's consent, of depositing bonds or securities in a Bank or Trust Company to be held for the benefit of the Owner, in lieu of cash retainage. In that event, the Owner shall reduce the retainage in an amount equal to the value of the bonds or securities. Interest on the bonds or securities shall be payable to the Contractor as it accrues. Bonds and securities deposited or acquired in lieu of retainage, shall be of a character approved by the State Treasurer, including but not limited to:

- Bills, certificates, note or bonds of the United States.
- Other obligations of the United States or its agencies.
- Obligations of any corporation wholly owned by the Federal Government.
- Indebtedness of the Federal national Mortgage Association.

If the Owner incurs additional cost as a result of the exercise of the option described above, the Owner may recover the costs from the Contractor by reducing the final payment due under the Contract. As work on the Contract progresses, the Owner shall, upon demand, inform the Contractor of all accrued costs.

If, after the work provided for in the Contract shall have been fifty (50) percent completed, and performed to the satisfaction of the Owner, the retainage may be reduced to zero (0) percent on payments for the remaining work. The reduction amount is determined at the sole discretion of the Owner, and requires certification by the Inspector that the Contractor is properly and continuously expediting the work. The Owner reserves the right to retain all or part of retainage after substantial completion until all Contractual obligations are completed. Partial use or occupancy of the project by the Owner is not sufficient cause for reduction of retainage.

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such

materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. Should the Owner approve and pay for materials stored in an off-site location, the Contractor shall insure the off-site materials in such a manner as to protect the interest of the Owner against loss of stored materials and against loss of title to and ownership of stored materials.

1.3 Invoicing. The invoice must be in the same format as the sample invoice form approved as Exhibit D, Supplement 1 with the Contract, unless an alternative format is approved in writing by the State Authorized Representative, or delegate. See Exhibit D, Supplement 1 for a list of minimum invoice requirements.

## **2. Assignment, Amendments, Waiver, and Contract Complete.**

2.1 Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

2.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

2.3 Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

2.4 Contract Complete. This Contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

## **3. Termination.**

3.1 Termination for Convenience. The State or Commissioner of Administration may cancel this Contract at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination for convenience, the Contractor will be entitled to payment, determined on a pro rata basis, for services or goods satisfactorily performed or delivered.

3.2 Termination for Breach. If the Contractor fails to perform according to the contract terms and conditions, the State is authorized to immediately cancel the Contract or purchase order, or any portion of it, and may obtain replacement goods or services and charge the difference of costs to the defaulting Contractor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contractor may be removed from the vendors list, suspended or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

3.3 Termination for Insufficient Funding. The State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Contract. Termination must be by written notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding. This notice will be provided within a reasonable time of the State's receiving notice.

#### **4. Force Majeure.**

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

#### **5. Indemnification.**

5.1 In the performance of this Contract, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Contractor, Contractor's reseller, any third party that has a business relationship with the Contractor, or Contractor's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Contract.

5.2 Nothing within this Contract, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

#### **6. Governing Law, Jurisdiction, and Venue.**

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

#### **7. Contract Use by State Agencies.**

To the extent applicable, the Contract does not prohibit state agencies from using their delegated purchasing authority to procure similar goods and services from other sources.

#### **8. Warranty.**

The Contractor warrants to the ordering entity that materials and equipment furnished under the Contract will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the contract. Work not conforming to these requirements, including substitutions not properly approved and authorized in writing may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If requested, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used.

Following the date of final acceptance, all equipment and labor shall be guaranteed for a minimum period of:

- Twenty (20) years for structural posts and beams
- Two (2) years for moving parts
- Five (5) years for nets
- Ten (10) years for concrete products
- Twelve (12) years for plastic components

During the warranty period, the Contractor shall, upon notification by the ordering entity of any malfunctions, make necessary repairs, including labor, travel, and materials, at the Contractor's expense.

#### **9. Original Equipment Manufacturer (OEM Warranty).**

The equipment offered must include the OEM standard warranty. The Contractor is responsible for the cost of any inspections, adjustments, warranted parts, and labor charges to repair or replace warranted parts that are a result of equipment failure(s) during the warranty period. This shall be performed promptly unless otherwise mutually agreed in writing by the Customer and the Contractor. This warranty shall commence when the unit is put into service.

9.1 OEM Extended Warranty Options. If the Contractor provides an OEM Extended Warranty Option, the Contractor must provide a copy of the applicable terms and conditions, including a detail of coverage, to the State upon request. The cost of an OEM Extended Warranty must include all associated costs.

9.2 Contractor (Add-On) Warranty Options. The Contractor may provide additional warranty options, which include, but are not limited to travel pickup, or delivery charges that are a result of equipment failure(s) prior to or during the warranty period or extended warranty period. This warranty option shall commence when the unit is put into service and is in addition to OEM warranty options stated above.

#### **10. Cooperative Purchasing Venture (CPV) Members.**

The Contract will be available to all CPV members. Minn. Stat. § 16C.03, subd. 10 authorizes the State, acting through its Office of State Procurement, to enter into purchasing agreements with one or more governmental units and other entities allowable by law, as described in Minn. Stat. § 471.59, subd. 1, to exercise jointly the purchasing powers and functions each has individually. This authority is referred to as the Cooperative Purchasing Venture program. For more information, see State website [www.mmd.admin.state.mn.us](http://www.mmd.admin.state.mn.us).

The Contractor agrees to extend the Contract to CPV members at the same prices, terms, conditions, and specifications. With the approval of the Contractor, a CPV member may add additional terms to its ordering document applicable to the CPV member's purchasing activities. Such additional terms shall not modify, diminish, or derogate the terms applicable to the State.

#### **11. Delivery.**

Contractor is obligated to deliver within the quoted lead times. If delivery is not made within that time frame, the State reserves the right to deem the Contractor in default.

Contractor must confirm delivery locations and requirements with the ordering entity. Prior to delivery, the Contractor is responsible for confirming in writing with the ordering entity that the delivery location will accommodate unloading the equipment. Contractor must notify the receiving entity at least 72 hours before delivery to allow for inspection and compliance. No delivery can be made on a State Holiday (as defined in Minn. Stat. § 645.44, subd. 5), on Saturday or Sunday, or after 4:00 p.m. Central Time on weekdays, without prior written approval by the receiving entity.

**12. Risk of Loss.**

The State is relieved of all risks of loss or damage to the goods and equipment during periods of transportation, installation by the Contractor, or while in the possession of the Contractor or its agent.

**13. Purchase Orders.**

The parties agree that there is no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the Contract. The Purchase Order number must appear on all documents (e.g., invoices, packing slips, etc.).

**14. Equipment Specifications.**

All equipment must meet the contract specifications and all federal and State safety codes and regulations in effect at the date of manufacture. All equipment must be Original Equipment Manufacturer (OEM) equipment unless otherwise stated in the contract.

**15. Items Offered as New.**

All products, materials, supplies, replacement parts, and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available, unless otherwise stated in this Contract.

**16. Product Changes During the Contract.**

All equipment offered should be available during the initial term of the contract. The Contractor must notify the State's Authorized Representative immediately if the manufacturer discontinues or replaces a contracted model number. A replacement model number must meet the contract specifications. The State is under no obligation to accept a replacement model. Any change to a contracted model number must be confirmed in writing by the State through a written amendment. The State reserves the right to request documentation for any requested change under this section to evaluate how the specifications of the replacement product deviates from the specifications of the replaced product.

**17. Data Disclosure.**

Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

**18. Government Data Practices.**

The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with the State's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.



## 19. Intellectual Property Rights.

19.1 Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

19.1.1 "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract.

19.1.2 "Pre-Existing Intellectual Property" means intellectual property developed prior to or outside the scope of this Contract, and any derivatives of that intellectual property.

19.1.3 "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes Documents.

19.2 Ownership. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Contract. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

19.3 Pre-existing Intellectual Property. Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants the State a perpetual, irrevocable, non-exclusive, royalty free license for Contractor's Pre-Existing Intellectual Property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Contract.

19.4 Obligations.

19.4.1 Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

19.4.2 Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities.

19.4.3 Indemnification. Notwithstanding any other indemnification obligations addressed within this Contract, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the

extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

#### **20. Copyright.**

The Contractor shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or non-patented invention, article or appliance furnished or used in the performance of the Contract.

#### **21. Assignment of Antitrust Rights.**

Upon the request of the State of Minnesota, Contractor will irrevocably assign to State any state or federal antitrust claim or cause of action that the Contractor now has or which may accrue to the Contractor in the future, in connection with any goods, services, or combination provided by Contractor under the terms of this Contract.

#### **22. Survivability of Orders.**

In the event the term of any order or Professional/Technical Services work order ("Order") placed under this Contract extends past the termination or expiration of this Contract, the terms and conditions of this Contract shall remain in full force and effect as it applies to such order and will continue in effect for such order until the term of that order expires or the order is cancelled or terminated in accordance with the terms of this Contract.

#### **23. Contractor's Documents.**

Any licensing and maintenance agreement, or any order-specific agreement or document, including any pre-installation, linked or "click through" agreement that is allowed by, referenced within or incorporated within the Contract whenever the Contract is used for a State procurement, whether directly by the Contractor or through a Contractor's agent, subcontractor or reseller, is agreed to only to the extent the terms within any such agreement or document do not conflict with the Contract or applicable Minnesota or Federal law, and only to the extent that the terms do not modify, diminish or derogate the terms of the Contract or create an additional financial obligation to the State. Any such agreement or document must not be construed to deprive the State of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applicable to this Contract or afforded to the State by Minnesota law. A State employee's decision to choose "accept" or an equivalent option associated with a "click-through" agreement does not constitute the State's concurrence or acceptance of terms, if such terms are in conflict with this section.

#### **24. State Audits.**

Under Minn. Stat. § 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Contract.

#### **25. Usage Reports.**

Contractor must track and report to the State usage data on this Contract (Usage Reports). Usage Reports should be sent via email to [osp.usagereports@state.mn.us](mailto:osp.usagereports@state.mn.us). A Usage Report must identify the State Contract Number and provide the following information:

- The total amount of spend under the Contract by the State and other entities,

- The total amount of spend by State agencies, and
- The total amount of spend by other entities (CPV members).

Contractor must send a quarterly Usage Report, or as otherwise requested. Quarters are as follows:

- First Quarter, from July 1 to September 30,
- Second Quarter, from October 1 to December 31,
- Third Quarter, from January 1 to March 31, and
- Fourth Quarter, from April 1 to June 30.

A quarterly Usage Report is due within thirty days of the end of a quarter. A requested Usage Report is due within thirty days from when the request was made. Contractor must provide the State with a final Usage Report within 30 calendar days of the expiration or termination of the Contract. Failure to provide a Usage Report may result in the State cancelling the Contract. This term survives the expiration or termination of the Contract.

#### **26. Administrative Fee.**

Contractor must remit to the Department of Administration, Office of State Procurement on a quarterly basis an administration fee of 1% (.01 multiplication factor) of the total amount of spend under the Contract as reported in the Usage Report (Administrative Fee). The Administrative Fee is due within thirty days of the end of a quarter. The Administrative Fee may be submitted through Automated Clearing House (ACH) or by check. Contact [CPV.Program@state.mn.us](mailto:CPV.Program@state.mn.us) for detailed information on the ACH payment option. If paying by check, the check should be made payable to the State of Minnesota, and submitted to:

Office of State Procurement  
112 Administration Building  
50 Sherburne Avenue  
St. Paul, MN 55155

#### **27. Diverse Spend Reporting.**

If the total value of the Contract may exceed \$500,000, including all extension options, Contractor must track and report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to subcontractors performing under the Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Contract compared to Contractor's overall revenue). When this applies, Contractor will register in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the Contract is in effect.

#### **28. Publicity and Endorsement.**

28.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

28.2 Endorsement. The Contractor must not claim that the State endorses its products or services.

#### **29. Debarment by State, its Departments, Commissions, Agencies, or Political Subdivisions.**

Contractor certifies that neither it nor its principals is presently debarred or suspended by the Federal government, the State, or any of the State's departments, commissions, agencies, or political subdivisions. Contractor's certification is a

material representation upon which the Contract award was based. Contractor shall provide immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

### **30. Federal Funds.**

30.1 Compliance with Federal Requirements. Federal money will be used or may potentially be used to pay for all or part of the goods, construction or services under the Contract. The Contractor is responsible for compliance with all federal requirements imposed on the funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.

30.2 Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the Contract, therefore Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Contractor's certification is a material representation upon which the Contract award was based.

### **31. Contingency Fees Prohibited.**

Pursuant to Minn. Stat. § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

### **32. Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).**

If the value of this Contract, including all extensions, is \$50,000 or more, Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

### **33. Non-discrimination (in accordance with Minn. Stat. § 181.59).**

The Contractor will comply with the provisions of Minn. Stat. § 181.59.

### **34. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).**

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/VerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

### **35. Affirmative Action Requirements**

The State intends to carry out its responsibility for requiring affirmative action by its contractors.

35.1 Covered Contracts and Contractors. If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.

35.2 General. Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.

35.3 Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.

#### AFFIRMATIVE ACTION FOR DISABLED WORKERS

35.3.1 The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

35.3.2 The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

35.3.3 In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

35.3.4 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

35.3.5 The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

35.4 Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State.

35.5 Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

#### **36. Equal Pay Certification.**

If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-

apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the State may require Contractor to verify its exempt status.

### **37. Professional/Technical (P/T) Services Ancillary to Goods or General Services.**

For state agencies, Professional/Technical (P/T) Services must be related to the goods or services purchased from this Contract and is limited to \$50,000 per project. Based on the size, scope and complexity of a project, the State's Authorized Representative may approve dollar limits exceeding \$50,000 per project. This may require a separate work order contract defining the PT scope of work.

Ten percent (10%) of the cost of each P/T deliverable will be withheld by the State. The retainage will be held by the State until the P/T deliverable has been reviewed by the head of the agency entering into the Contract and the head of the agency has certified that the Contractor has satisfactorily fulfilled the terms of the Contract.

### **38. Hazardous Substances.**

To the extent that the goods to be supplied to the State by the Contractor contain or may create hazardous substances, harmful physical agents, or infectious agents, as set forth in applicable State and federal laws and regulations, the Contractor must provide the State with Material Safety Data Sheets regarding those substances. A copy must be provided upon request. Goods and containers supplied to the State must be labeled in compliance with state and federal laws, rules, and regulations.

These terms apply to goods supplied under this contract:

38.1 Products Containing Triclosan Banned. The Contractor must comply with Minn. Stat. § 145.945.

38.2 Products Containing Certain Types of Polybrominated Diphenyl Ether Banned. The Contractor must comply with Minn. Stat. § 325E.385-325E.388).

38.3 Coal Tar Sealant Use and Sale Prohibited. The Contractor must comply with Minn. Stat. § 116.202.

38.4 Products Containing Mercury. The Contractor must comply with Minn. Stat. 116.92.

### **39. Background Security Compliance.**

Contractor is required to conduct background checks required by State and Federal law. In addition, Customers may require a Background Check on individual(s) selected for work under this contract. When required, the selected individual(s) must complete and submit any required consent forms, including but not limited to investigation forms, photo identification, and fingerprinting. Unless otherwise notified in writing by ordering entity, Contractor shall be responsible for the review and evaluation of Background Check results, in compliance with all State and Federal laws. Costs related to Background Checks shall be the sole responsibility of the Contractor. Contractor certifies compliance with this provision throughout the Contract term.

### **40. Uniforms.**

Contractors and their subcontractors shall be properly uniformed prior to entering any facility. The Contractor's or their subcontractor's company name must be identifiable on the uniform.

### **41. Subcontracting.**

Only subcontractors that have been approved by the State's Authorized Representative can be used for this Contract. See attachments to Exhibit A, Supplements 2, and 3, Responsible Contractor forms.

After the effective date of the Contract, the Contractor shall not, without submitting Supplement 3 to Exhibit A and receiving prior written approval of the State's Authorized Representative, subcontract for the performance of any of the Contractor's obligations that were not already approved for subcontracting when the Contract was awarded. During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the State's Authorized Representative, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

The provisions of the Contract shall apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by the State, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performances of the obligations contemplated by the Contract.

#### **42. Subcontractor Payment.**

In accordance with Minn. Stat. § 16A.1245, the Contractor shall, within ten (10) days of receipt of payment from the State, pay all subcontractors and suppliers having an interest in the Contract their share of the payment for undisputed services provided by the subcontractors or suppliers. The Contractor is required to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid, undisputed balance of \$100 or more will be \$10. For an unpaid balance of less than \$100, the amount will be the actual penalty due. A subcontractor that takes civil action against the Contractor to collect interest penalties and prevails will be entitled to its costs and disbursements, including attorney's fees that were incurred in bringing the action. The Contractor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under the Contract. In the event the Contractor fails to make timely payments to a subcontractor or supplier, the State may, at its sole option and discretion, pay a subcontractor or supplier any amounts due from the Contractor and deduct said payment from any remaining amounts due the Contractor. Before any such payment is made to a subcontractor or supplier, the State shall provide the Contractor written notice that payment will be made directly to a subcontractor or supplier. If there are no remaining outstanding payments to the Contractor, the State shall have no obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.

#### **43. Responsible Contractor Requirement (Minn. Stat. § 16C.285, subd. 3).**

List and submit all first-tier Subcontractors on Supplement 2, titled "Supplement 2 – First-Tier Subcontractors List." This may be submitted with the response, but it must be submitted prior to contract execution. If additional Subcontractors are added to a project after execution of a contract, complete and submit the attachment titled "Supplement 3 Additional Subcontractors List" within 14 days of retaining the additional Subcontractors. Supplement 3 verifies the additional Subcontractors have been certified as in compliance with the requirements of Minn. Stat. § 16C.285. Upon request from the ordering entity, the Contractor shall submit copies of the signed certifications of compliance from all Subcontractors of any tier.

#### **44. State Regions.**

The following is a list of Regions and the Counties located within the Region. For a map of the 10 Regions go to the following link: <http://workplace.doli.state.mn.us/prevwage/highway.php>.

Region 01: Carlton, Cook, Itasca, Koochiching, Lake, Pine, St. Louis

Region 02: Beltrami, Clearwater, Hubbard, Kittson, Lake of the Woods, Marshall, Norman, Pennington, Polk, Red Lake, Roseau

Region 03: Aitkin, Cass, Crow Wing, Kanabec, Mille Lacs, Morrison, Todd, Wadena

Region 04: Becker, Big Stone, Clay, Douglas, Grant, Mahnomen, Ottertail, Pope, Stevens, Swift, Traverse, Wilkin

Region 05: Benton, Isanti, Sherburne, Stearns, Wright

Region 06: Dodge, Fillmore, Freeborn, Goodhue, Houston, Mower, Olmsted, Rice, Steele, Wabasha, Winona

Region 07: Blue Earth, Faribault, LeSueur, Nicollet, Sibley, Waseca

Region 08: Chippewa, Kandiyohi, Lac Qui Parle, Lincoln, Lyon, McLeod, Meeker, Murray, Pipestone, Redwood, Renville, Yellow Medicine

Region 09: Anoka, Carver, Chisago, Dakota, Hennepin, Ramsey, Scott, Washington

Region 10: Brown, Cottonwood, Jackson, Martin, Nobles, Rock, Watonwan

#### **45. Prevailing Wage.**

All State funded or partially State funded work against this contract is subject to the prevailing wage requirements pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120 as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and all tiers of subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

Work under this contract includes, but is not limited to, Labor Class Code 101 Laborers, and 704 Carpenters. See <https://www.revisor.mn.gov/rules/?id=5200.1102> and <https://www.revisor.mn.gov/rules/?id=5200.1100>.

The Contractor and Subcontractor shall furnish to the ordering entity all payrolls, of all workers on the project, via email as attachments, to the email address provided on the purchase order. If an email address is not included on the purchase order, contact the ordering entity to obtain the appropriate email address.

The Contractor and Subcontractor must submit the State of Minnesota Prevailing Wage Payroll Report and Statement of Compliance Form within fourteen (14) days after the end of each pay period. The forms are available on the Office of State Procurement (OSP) website at <http://www.mmd.admin.state.mn.us/mn02000.htm>. No other payroll forms will be accepted to meet this requirement.

The Contractor and Subcontractor must complete the Prevailing Wage Payroll Report in Microsoft Excel, and the Statement of Compliance in an Adobe PDF format. The subject line of the email must provide the company name, contract/purchase order number, and pay period ending dates.

The Department of Labor and Industry has a web page with Frequently Asked Questions about prevailing wages at <http://www.dli.mn.gov/business/employment-practices/prevailing-wage-information>

For questions regarding the Prevailing Wage Laws, contact the Department of Labor and Industry at 651.284.5091.

#### **46. Federal Davis-Bacon Prevailing Wage.**

Federally funded or partial federally funded projects are subject to the Davis-Bacon Act which requires that all contractors and all tier of subcontractors performing on federally funded projects (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area.

If a project is federally funded and Davis-Bacon prevailing wages are required, the ordering entity shall notify the contractor of this requirement upon a request for quotation. The ordering entity must download the Davis-Bacon wage determination for the county in which the project will take place. See Federal Wage Determinations Onlin.gov at <http://www.wdol.gov/dba.aspx>. If State and federal funds are being used to fund a project both State and federal prevailing wage requirements and wage rates must be included on the order. If the Davis-Bacon hourly rate classification is higher than the State's prevailing wage classification contractors may adjust their labor rate per classification.



**47. CPV Requirements.**

CPV members are responsible to confirm if they are subject to rules, regulations, or ordinances which establish the prevailing wage rate as defined in Minn. Stat. § 177.42.

**48. How to Provide Information for the Minnesota Department of Transportation (MnDOT).**

After receiving orders from MnDOT, Contractors are required to provide payroll information in the time frame specified by Statute and in the method specified by MnDOT below.

To meet Minn. Stat. § 177.43 requirements, the Contractor and Subcontractor(s) shall submit payroll forms according to MnDOT (Office of Construction, Transportation Building, Mail Stop 650, 395 John Ireland Blvd., St. Paul, MN 55155-1899) requirements.

48.1 All Contractors shall submit a payroll statement to the Department of Transportation, Minn. Stat. § 177.44, Subd. 7. The statement shall be submitted based on the Contractor's payment schedule. If a Contractor pays its employees biweekly, a payroll statement shall be submitted biweekly (MnDOT Contract Administration Manual, Section .320). All Contractors shall pay its employees at least once every 15 days on a date designated in advance by the employer (Minn. Stat. § 181.10).

48.2 Each Statement submitted shall include all employees that performed work under the contract and provide at a minimum the following information (Minn. Rules 5200.1106, Subpart 10 and Minn. Stat. § 177.30):

48.2.1 Contractor's name, address, and telephone number.

48.2.2 State project number.

48.2.3 Payroll report number.

48.2.4 Project location.

48.2.5 Workweek ending date.

48.2.6 Name, social security number, and home address for each employee.

48.2.7 Labor classification(s) and/or three-digit code for each employee.

48.2.8 Hourly straight time and overtime wage rates paid to each employee.

48.2.9 Daily and weekly hours worked in each labor classification, including overtime hours for each employee.

48.2.10 Authorized legal deductions for each employee.

48.2.11 Project gross amount, weekly gross amount and net wages.

48.3 Payroll records may be submitted in any form provided it includes all the information contained in Subpart A (1-11) of this section. However, Contractors needing a payroll form may utilize the "front side" of the U.S. Department of Labor's, WH-347 Payroll Form. This form is available by visiting the Labor Compliance website ([www.dot.state.mn.us/const/labor](http://www.dot.state.mn.us/const/labor)).

48.4 All payroll records must be accompanied with a completed and signed MnDOT 21658 – Statement of Compliance Form (Minn. Rules 5200.1106, Subpart 10).

48.5 The prime contractor is responsible for assuring that its payroll records and those of all subcontractors include all employees that performed work under this contract and accurately reflect the hours worked, regular and overtime rates of pay and classification of work performed (Minn. Stat. § 177.30(1)(2)(3)(4)).

48.6 The prime contractor is responsible to maintain all certified payroll records, including those of all subcontractors, throughout the course of a construction project and retain all records for a period of three years after the final contract voucher has been issued (Minn. Stat. § 177.30(4)).

48.7 At the end of each pay period, each contractor shall provide every employee, in writing an accurate, detailed earnings statement (Minn. Stat. § 181.032).

48.8 Upon request from the Minnesota Department of Labor and Industry (MN/DLI) or the Department of Transportation, the prime contractor shall promptly furnish copies of payroll records for its workers and those of all subcontractors, along with records, deemed appropriate by the requesting agency to determine compliance with these contract provisions (Minn. Stat. § 177.44, subd. 7 and Minn. Rules 5200.1106, Subpart 10).

48.9 At the Department of Transportation's discretion, the project engineer may administer the submission of payroll records according to MnDOT's Payroll Maintenance Program. The guidelines for the implementation and administration of this program are outlined in the MnDOT Contract Administration Manual, Section A(4)(d).

48.10 If, after written notice, the prime contractor fails to submit its payroll reports and certification forms and those of any subcontractor, the Department of Transportation may implement the actions prescribed in State Funded Construction Contracts Special Provisions Division A – Labor, Section XVI. NON-COMPLIANCE AND ENFORCEMENT available on-line at:

<http://www.dot.state.mn.us/const/labor/documents/contractdocs/specprovdivastate.pdf>.

#### **49. Non-Minnesota Contractors.**

Minn. Stat. § 290.9705 requires public entities to deduct and withhold eight (8) percent of cumulative calendar year payments to Non-Minnesota Contractors which exceed \$50,000. The statute allows for an exemption of this requirement under specific circumstances that are listed in the "Reason for Exemption" section of the Exemption from Surety Deposits for Non-Minnesota Contractors Form (see link below). The Contractor must file a separate application for exemption for each contract.

In order to formalize this exemption you must, prior to being sent a Contract, complete this Form available at [https://www.revenue.state.mn.us/sites/default/files/2022-03/sde\\_21.pdf](https://www.revenue.state.mn.us/sites/default/files/2022-03/sde_21.pdf), and submit to Minnesota Revenue. If approved, provide the ordering entity with a copy executed by Minnesota Revenue. The address to send the form for execution is:

Minnesota Revenue  
Mail Section 5410  
St. Paul, MN 55146-5410

#### **50. Payment and Performance Bonds.**

The Contractor must have the capability to provide a payment and performance bond per project (furnish equipment and installation) if a project is estimated to be **\$175,000.00** or greater per Minn. Statute 574.26.

The Contractor shall furnish the Performance Bond and a Labor and Material Bond (individually a “Bond” and collectively Bonds) to the public entity that has accepted a quote. The Performance Bond shall be in an amount equal to 100% of the full amount of the Order sum as security for the faithful performance of the Contract, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Order sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such Bonds shall be on forms approved by or provided by the Owner and shall name the Owner as primary Obligee.

The surety issuing the Bonds shall be satisfactory to the Owner, be licensed to issue Bonds in the State of Minnesota, shall be rated by A.M. Best an A-(minus) or better, and shall be within the limit set by the Treasury Department as the net limit on any single risk for the surety, or if co-sureties are utilized, the amount of each Bond shall be within the total of such limits set for a surety and any such co-sureties. There shall be no affiliation between the Contractor and any bonding agencies or agent used.

In the event of change orders that result in an increase in the Contract or Order Sum, the penal sum of each Bond shall increase in the amount of such change in the Contract or Order sum without obtaining the surety’s consent up to a maximum of 10% of the penal sum. Any aggregate increase in the excess of 10% of the original penal sum shall require the surety’s written consent. The Contractor shall be responsible for getting the consent, and shall submit a copy of such consent to the Owner.

If the Owner determines that the surety providing the bonds no longer meets the requirements the Contractor shall obtain an adequate replacement surety that will provide acceptable bonds in the same form and amount as the bonds issued by the original surety. The Contractor shall pay the premium(s) on such new Bond(s). The Contractor acknowledges that further payments to the Contractor may not be made until the new surety has been qualified and approved.

## **51. Compliance with Tax Law Requirements.**

51.1 The State cannot make final payment to the Contractor until the Contractor demonstrates that it and all its subcontractors have complied with the Income Tax withholding requirements of Minnesota Statutes, section 290.92 for wages paid for work performed under the contract. To establish compliance, the Contractor must submit a “Contractor Affidavit” either online or in paper form (IC134) to the Minnesota Department of Revenue. The Contractor will receive written certification of compliance when the Department of Revenue determines that all withholding tax returns have been filed and all withholding taxes attributable to the work performed on the contract have been paid. The Contractor must then provide this written certification to the Architect/Engineer to receive final payment.

51.2 Every subcontractor working on the Project must submit an approved “Contractor Affidavit” from the Minnesota Department of Revenue to the Contractor before the Contractor can file its own Contractor Affidavit. The Contractor is strongly encouraged to obtain the certification from each Contractor immediately following the Subcontractor’s completion of work on the project. Delays in completing the forms until after the project is complete may result in significant additional work for the Contractor in collecting the required forms.

51.3 The Department of Revenue, in association with the Department of Employment and Economic Development, offers a free seminar to help contractors understand tax law requirements. The Department strongly urges the Contractor and all subcontractors to attend the “Employment Taxes & Employer Responsibilities Seminar” or similarly offered classes. You can find a schedule and more information on the Department’s website at: <http://www.revenue.state.mn.us/businesses/withholding/Pages/EducationandOutreach.aspx>

Complying with this requirement is considered part of the work under this Contract. Contractor delay in complying with this requirement may cause the State to delay final payment and Contract Acceptance. The State may also report non-compliance to the Department of Revenue, which may result in enforcement action by the Department of Revenue.

**52. Buying “Off” Contract/Purchase Order Limits.**

The Contract does not prohibit state agencies from using their delegated purchasing authority to procure similar goods and services from other Contractors. At the State’s discretion, the State’s qualified personnel may do their own work even though it may be covered by the Contract.

**53. Counties where there is no Contract Coverage.**

Ordering entities that need work performed in a county that is not covered by a Contract are allowed to contact a Contractor who does have a Contract for a county that abuts the county where the work is to be performed. Under such circumstances, the Contractor may agree at their discretion to extend the Contract pricing, terms and conditions on an individual project basis.

**54. Workmanship and Licenses.**

Employ personnel skilled and experienced for the specific task required. Licensed journeymen shall be employed where required by law. Workmanship shall be of the highest quality and performed in a neat and expeditious manner. Qualified supervision shall be at the site when work is progressing.

All Contractors shall conform to the labor laws of the State of Minnesota and all other laws, ordinances, and legal requirements affecting their work in Minnesota.

**55. Response Time.**

Upon receipt of a purchase order, the Contractor shall contact the ordering entity where work is to be performed or materials to be delivered within five (5) calendar days acknowledging the receipt of order and to schedule work start dates. In the event the ordering entity determines that expedited action is required, the Contractor shall respond within 24 hours. Orders requiring expedited action will indicate “expedited action response required” on the purchase order. If after an installation date has been established and the ordering entity requires a delay in the work, the ordering entity may, without penalty, delay installation for a period mutually agreed upon by both parties. Once the project is started, work is to proceed on a continuous basis. Interruptions in finishing a project must be approved by the ordering entity.

All products must be installed with a minimum of interruption to the normal business operation. All work will comply with the applicable national, state and local codes and regulations. If normal service must be disrupted, the Contractor must consult with and obtain the approval of the ordering entity on how the service disruption will be handled prior to scheduling the work. Service Center assistance must be available 7 days a week, 24 hours a day. The Contractor must be able to provide first response to all service calls within one (1) hour. First response is defined as a returned phone call, or diagnostic and troubleshooting, and/or providing anticipated resolution.

**56. Quoting.**

The Owner shall request and obtain a firm price quote in writing from the Contractor following the requirements listed in Exhibit D, Supplement 1. Upon a request for quote, the Owner shall notify the Contractor of any special purchase or project requirements.

The Contractor may request payment for providing a price quote, however the Owner does not have to agree to pay for a quote. If the Contractor requests to be paid for a quote and the Owner does not agree to the payment, then the Contractor does not have to perform the quote.

**57. Coordination of Work.**

Equipment shall not be ordered or site work started until the Contractor has received a purchase order or work order from the owner. This purchase order or work order will be provided to the Contractor by the authorized Owner's Representative from the owner. The Contractor shall submit a tentative delivery or work schedule to the requesting agency for written approval prior to starting work.

Project completion dates shall be agreed upon prior to a purchase order issued. Contractor shall agree that the work must be prosecuted regularly, diligently and uninterruptedly at such a rate of progress as will insure full completion thereof within the time stipulated.

It is expected that in the event that any of these specifications or specifications added to the Request for Quotation are not clear or if there are any discrepancies, these will be brought to the attention of the Owner's Representative in writing prior to submission of the Request for Quotation.

The Owner's Representative may schedule a Preconstruction Conference prior to commencement of construction. Attendance by Contractor's designated supervisors and project managers, installers as well as subcontractors, may be required. The Owner's Representative, Inspector, and Maintenance Supervisor will attend unless otherwise mutually agreed to by both parties in writing.

**58. Delivery, Storage and Handling.**

The Contractor shall be responsible to inspect all components on delivery to ensure that no damage occurred during shipping or handling for furnish and installation projects. For equipment only purchases, the ordering entity shall be responsible to inspect all components on delivery. Materials must be stored in original undamaged packaging in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism, and theft until ready for installation.

**59. Utilities.**

Contractor shall protect above and below grade utilities in conformance with Minnesota Department of Transportation (MnDOT) Specification 1507 and shall contact Gopher One Call at 651-454-0002 / 800-252-1166 (website: [www.gopherstateonecall.org](http://www.gopherstateonecall.org)) to locate on-site utilities. Contractor shall provide the ordering entity with the Gopher State One Call locates confirmation number.

**60. Quality Control.**

Provide construction staking of horizontal and vertical controls. Controls shall be adequately located and allow construction with control remaining intact and visible for reference and inspections.

Notify the Owner's Representative promptly if apparent conflicts are determined between any of the property or construction layout dimensions. Any adjustments required must be noted on as-built drawings. Maintain control staking throughout construction period, and reset if vandalized or damaged.

Field Quality Control: Materials tested and found to be not in strict conformance with the individual divisions of work shall be promptly removed and replaced by the Contractor at their expense.

**61. Fire Safety Instruction for Contractors.**

Contractors are required to adhere to all current codes, standards and safety rules that are in effect at the time of the work being performed. These include, but are not limited to, building codes, electrical codes, safety codes, and ordering entity's personnel/property protection codes. Contractors are responsible for obtaining the ordering entity's personnel/property protection requirements from the facility in which they are performing the work. Contractor will also implement a "hot-work" and/or "impairment" safety program during the performance of their work if applicable.

**62. Right to Inspect and Require Work.**

Any work performed that is not in conformance with the specifications of the Contract, or the legal requirements governing the work, shall be subject to rejection. All rejected work shall be immediately replaced or modified at the Contractor's expense so as to conform to the Contract. If the State or CPV Member determines that the work being performed by the Contractor is not in strict conformance with the Contract, the State or CPV Member shall have the right to order the work of the Contractor wholly or partially stopped, or suspended until any nonconforming work has been corrected. Such stoppage or suspension shall not invalidate or modify any terms of the Contract and no extra compensation or reimbursement will be allowed to the Contractor by reason of such stoppage or suspension.

**63. Conduct.**

All employees of the Contractor(s) shall conduct themselves in a professional and courteous manner at all times. Personnel deemed unacceptable by the State shall be replaced immediately. The State reserves the right to reject any employee.

**64. Safety.**

The ordering entity agrees to furnish safe and free access to all areas of work covered by this Contract for the purpose of executing the terms of this Contract. At its option, the ordering entity may request, and the Contractor will comply, that a member of the Contractor's staff be removed from working on projects for unsafe practices, violations of the Contract procedures, or other problems.

The Contractor shall take all reasonably necessary steps to provide for the safety of, and prevent damage, injury, or loss to:

- All persons
- The building and all other real or personal property at the work site.
- All equipment at the building, under the care, custody or control of the Contractor or any of its employees.

The Contractor shall promptly notify the ordering entity if, during the term of the Contract, the Contractor observes or otherwise learns of any conditions which:

- In the Contractor's judgment, poses a threat to the safety of person or property;
- Adversely affects the equipment; or
- Is in violation of any applicable codes or regulations.

#### **65. Temporary Facilities.**

The Contractor shall supply all equipment, lights, cords, hoses, hydrant connections, sprinklers, etc., as needed. The Contractor shall supply all electrical power and gas power. If available, and permission is obtained in writing from the property owner, water may be used as necessary for the completion of a project.

The Contractor shall protect all public property assigned for the work or storage of materials, including any public or private property adjacent thereto. Any damages to the aforementioned properties caused by the Contractor during the course of work must be repaired by the Contractor to the satisfaction of the Owner's Representative.

The Contractor shall be responsible for verifying the locations and the protection of all exposed and buried utilities within the limits of Contractor's work. Any damages caused to or by utilities shall be the responsibility of the Contractor and shall be repaired by the Contractor to the satisfaction of the Owner's Representative. The Contractor shall confine the work and storage materials to the area assigned to the contractor by the Owner's Representative.

The Contractor shall furnish, erect and maintain all necessary barricades, suitable and sufficient warning and danger signals, lights and signs and take all necessary precautions for the safety of the public and the protection of the work.

The Contractor will be liable for reimbursement to the Owner for damage to or loss of trees and shrubs not designated for removal by the Owner's Representative. The amount of reimbursement will be determined by the Owner's Representative. The latest edition of the "Guide for Establishing Values of Trees and Other Plants," as prepared by the Council of Tree and Landscape Appraisers, 232 Southern Building, Washington, D.C. 20005, will be used as a guideline for determining the value of a damaged or lost tree.

No earth, equipment or materials shall be stockpiled or parked within ten (10') feet of a tree's overhang. If required temporary fencing must be installed around all trees within construction limits if requested by the Owner's Representative or required by the drawings. This work is to be considered incidental.

Trees or shrubs that are unavoidably close to construction shall receive extra protection. Branches shall be tied back if they interfere with equipment movement, trunks shall be protected as required, and all work in the area shall be coordinated to minimize equipment movement around the plants or trees.

In regard to any trees which are to remain, the root system shall be protected as much as practical during construction. If root removal becomes necessary, the Contractor shall cleanly cut only those roots absolutely needed to accomplish construction and only to the extent approved in the field, in writing, by the Owner's Representative. Uncovered roots must be immediately protected with soil until the finish grading and seeding/sodding is completed.

Contractor shall take all necessary precautions to control noise and dust during the course of the project.

Contractor shall recognize and adhere to the control methods prescribed by MPCA and all other regulatory agencies.

No signs, billboards or other advertisements shall be displayed on the premises by the Contractor or Subcontractor without the written permission of the Owner's Representative.

If required silt control fencing will be installed and maintained by the Contractor.

Damage to the site caused by removal of temporary fencing, including post holes, must be promptly repaired by Contractor. During removal, at no time shall the work remain unattended if a dangerous condition exists because of incomplete removal or repair to the site.

## **66. General Site Work and Installation Requirements.**

### **66.1 Excavation and Site Preparation.**

- 66.1.1 If required, per project, provide and install erosion control devices, tree, and landscape protection.
- 66.1.2 Projects may require the Contractor to provide and install a six (6') foot chain link construction fencing with a lockable gate around the construction work zone.
- 66.1.3 Projects may require the Contractor to install a project description sign with the Owners and Contractors contact information.
- 66.1.4 Demolition and removals must be in conformance with MnDOT Specifications 2104 and 2101, the Contractor shall remove all debris encountered during construction.
- 66.1.5 Contractor must completely remove all structures, including existing footings that are designated for removal and dispose of all material in accordance with applicable laws and ordinances. All construction debris, refuse, and garbage shall be disposed of off-site. Salvage of play equipment by Contractor is not permitted.
- 66.1.6 If required per project, the Contractor must perform required earthwork including but not limited to, common excavation of play area, soil corrections, grading, placement of drain tile and connection to storm sewer, installation of 3" inches of drain aggregate to sub grade elevations.
- 66.1.7 The sub-grade for the play area shall have a minimum of a one percent (1%) slope to drain water out of the apparatus area. Contractor shall verify direction of slope in writing with the ordering agency.
- 66.1.8 Auger footing holes for playground equipment; provide and install concrete for footing. Location of footing must be per the approved layout of play apparatus, per manufacturer's guidelines, and per local building codes.
- 66.1.9 New play apparatus must be located within a contained border which may consist of wood timbers, plastic edging, and/or concrete curb system. Install equipment according to manufacturer instructions. All CPSI safety zones requirements must be met.

### **66.2 Installation.**

- 66.2.1 Install park and/or play structure in compliance with manufacturer's written instructions.
- 66.2.2 Install play structure as indicated on the CAD drawings. Install components in sequence as recommended by manufacturer. All new installations must be laid out by the Contractor in accordance with the plans.
- 66.2.3 Variations from the installation indicated must be approved in writing by the Owner's Representative.
- 66.2.4 Variations from the installation indicated and all costs for removal and replacement will be the responsibility of the Contractor.

### **66.3 Installation of Access Ramps and/or Safety Surfacing.**



66.3.1 Install water pervious commercial grade landscaping fabric and install selected safety surfacing. Safety surfacing must meet all CPSI safety zone requirements.

66.3.2 Install rubberized fall mats, if requested, in accordance with the manufacturer's instructions.

66.4 **Cleaning.** The Contractor shall maintain a neat and orderly work site. The Contractor must clean the work site of excess materials. Any debris left on site upon completion of work will be removed by the Owner and the Contractor will be charged for the expense.

66.5 **Site Restoration.** If required per project, install fine grade stockpiled topsoil, turf grass seeding and/or sod.

66.6 **Demonstration & Training.** Contractor will be required to schedule an orientation with the owner's personnel. Orientation must include the description on proper operation and maintenance of playground components.

#### 67. **Administrative Personnel Changes.**

The Contractor must notify the State's Authorized Representative of changes in the Contractor's key administrative personnel, in advance and in writing. Any employee of the Contractor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contractor. In the event that an employee is removed pursuant to a written request from the State's Authorized Representative, the Contractor shall have 10 working days in which to fill the vacancy with an acceptable employee.

#### 68. **Damage.**

At its expense, the Contractor shall promptly remedy and repair all damage or loss to any property caused by the Contractor. The Contractor shall not be liable for any loss, delay, injury, or damage, whether direct or consequential, that may be caused by conditions beyond its control relating to acts of government, strikes, lockouts, fire explosion, theft, riot, civil commotion, war, malicious mischief, floods, or other acts unforeseen, or other situations beyond the Contractor's control. The Contractor shall not be responsible for damage or loss attributable to the fault or negligence of the ordering entity. The Contractor shall not be held liable for back charges if the delay of response time is caused by strikes, any preference or priority allocation order issued by the government, or any unforeseeable cause beyond the Contractor's control, or any cause the State determines justifies the delay.

#### 69. **Hazardous Materials.**

If hazardous materials are suspected or discovered during work operations, stop work and notify the ordering entity. Hazardous materials include, but are not limited to, asbestos containing materials, lead, PCB's, pollutants, contaminated soil, and mercury. Do not proceed with work until a written notice to continue work on the project is received by the ordering entity.

#### 70. **Delays.**

The Contractor shall notify the ordering entity immediately of any prospective delays in the completion of the projects. Such notice shall be given in writing as soon as the contractor recognizes the prospect of delay. The ordering entity must approve all such requests.

#### 71. **Work Not Permitted or Work Requiring Ordering Entity Approval.**

Repair work, new installations or extension of an existing system covered by this Contract does not extend to modification of building structural, mechanical, or electrical components, even though this work may be incidental to – and or necessary for – repair/modification unless approved in advance by ordering entity or already specified by the Contract.

**72. Change Orders.**

The Contractor can only proceed with work beyond the work authorized by a purchase order if the ordering entity has approved the change and a Change Order is being issued. The ordering entity may authorize change orders in writing or verbally.

The ordering entity may require or the Contractor may make a written request (describing the nature of the proposed change) for certain changes in the scope of work described in a purchase order. If the ordering entity agrees to the changes and the costs for the changes, a Change Order will be issued. Change Orders will only be considered if they are based on materially different work conditions that could not have been expected from available information at the time the original purchase order was issued. The Contractor must provide an itemized quote for proposed or requested changes. Verbal authorizations for a Change Order must be followed up with a written Change Order as soon as possible.

**73. Examination of Site and Documents.**

Before submitting a quote that includes installation, the Contractor should visit the site, examine the premise, and thoroughly familiarize themselves with all existing conditions, dimensions and reconcile their proposed design plan against existing conditions and limitations pertaining to the work involved. No extras will be allowed because of the Contractor's misunderstanding as to the amount of work entailed, or lack of knowledge of existing conditions.

All scale and dimensions listed or indicated on the drawings shall not be considered as accurate enough for working dimensions. All dimensions shall be verified in the field.

Divisions 02 through 33 primarily apply to the various trade divisions, however Contractor and all Subcontractors shall be bound to the information and requirements of the complete set of project specifications. Mention or indication of extent of work under any work division or specification section is done only for the convenience of Contractor and shall not be construed as describing all work required under that Division or Section, nor establishing any trade or jurisdictional requirements.

**74. Security.**

Agencies will include their security requirements, if any, on each purchase order that they issue. Some Agencies require that the Contractor and its employees entering their facilities possess a current photo identification card or no entry will be allowed. Some secure facilities require that all vehicles entering and leaving the facility be searched. The Contractor and its employees shall note that introducing contraband upon the grounds of such secure facilities is a violation of State Law and could result in prosecution.

**75. Removed Items and Clean-Up.**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. Upon completion of the work, the Contractor shall remove and legally dispose of waste materials, rubbish, the Contractor's tools, equipment, machinery, and surplus materials from and about the project premises and surrounding area daily. The cost of cleanup performed by the ordering entity as a result of the Contractor's failure to provide the cleanup required by this Contract shall be deducted at the actual cost to the State from the Contract sum.

When removal and disposal of non-hazardous debris is performed on a job site, receipt for disposal and manifest documentation must be included with the final invoice.

#### **76. Design.**

Contractors must have the capability to provide design appropriate play systems/structures to fit the need of the site for age groups to be determined by the owner. The design drawings shall be produced using Auto CAD and at a minimum the drawing shall include a plan, elevation and a 3D view of the play system. Designs shall include ADA requirements, physical and developmental options for sensory motor skills and cognitive skills. The CAD drawings (including related specifications) will become the property of the owner.

#### **77. Submittals.**

Contractor must submit all documents as required by the contract. Documents required to be submitted include, but are not limited to:

- Minnesota Department of Revenue online "Contractor Affidavit" form or paper IC134 form as required by the Compliance with Tax Laws Requirement clause in Exhibit A of the Contract. Email the State of Minnesota Prevailing Wage Payroll Report and Statement of Compliance form as required by the Contract to the address listed on the purchase order.
- Warranty certificates
- Maintenance manuals

#### **78. Samples, Submittals, and Tests.**

The following are to be submitted, at no cost, to the Owner upon request for quotation within 10 calendar days or less, unless otherwise agreed to by both parties in writing:

- Product Data: Include physical characteristics such as materials, dimensions and finish.
- Shop Drawings: Show assembly and installation details.
- Samples for Verification: Color selections, steel accessories, freestanding panels, upright posts, recycled upright posts, plastic components, and other.
- Warranties: based on specific design or equipment.
- Samples of base material specified per design.
- List of each component or equipment supplied.

See individual specification sections for additional samples and submittals.

The Contractor shall review, stamp with the company's approval, and submit to the Owner's Representative all shop drawings required by the owner.

Testing requirements must be verified with the requesting owner upon the request for quotation. If testing is required the contractor must provide a line item on the quotation for the cost of testing. If the material fails during testing, the contractor shall be solely responsible for any additional testing fees. In addition, the Contractor will be responsible to pay all additional testing fees until the material meets or exceeds standards.

The Contractor shall assume all responsibility for submission and correction of all samples and shop drawings, and for scheduling the submissions and corrections of samples and shop drawings so that no delays shall occur in the work of any trade, or any subcontractor, as a result of such scheduling.

The Owner's Representative's approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the contract documents unless the Contractor has informed the Owner's

Representative in writing of such deviation at the time of submission and the Owner's Representative has given written approval to the specific deviation, nor shall the Owner's Representative's approval relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.

No portion of the work requiring a shop drawing or sample submission shall commence until the submission has been approved in writing by the Owner's Representative.

**79. Closeout Properties.**

When the project work is within three (3) calendar days of completion, the Contractor must notify the Owner's Representative in writing of the date on which the project will be completed and ready for review. Contractor shall state in this notice any items which will not be complete and the reasons for same (such as seasonal work). The Owner's Representative and Inspector must conduct a review and if necessary, prepare and transmit a punch-list of deficiencies or incomplete work to the Contractor. The Contractor must correct deficiencies within five (5) calendar days.

Contractor shall take all action required by the punch-list within the stated period of time and upon completion shall return to the Inspector a copy of the list on which the Contractor must note the action taken on every item.

Upon receipt by the Inspector of this list with satisfactory evidence that the items thereon have been finished in accordance with the Contract, the Inspector shall conduct a final review of the project.

Upon completion of the project work, as evidenced by completion of all action required by the deficiency and omission list, the Inspector will recommend that the Contractor present his application for final payment and will notify the Owner's Representative that the project is ready for final inspection for acceptance.

The Owner's Representative will schedule the final acceptance inspection with the Inspector and Contractor.

After final inspection, the Contractor will be notified of final acceptance or of additional or corrective work required before final acceptance. Deficiencies and omissions which become known at any review, or any time prior to final acceptance shall be conveyed to the Contractor in written notice and shall be completed before final acceptance.

All material not specified elsewhere and work furnished under this specification shall be guaranteed for a period one (1) year from the date of substantial completion. Those items not completed at substantial completion and are listed on the punch list, shall have a warranty period of one (1) year from date of project closeout. Individual specified items may require longer warranty periods. These warranties shall be supplied as specified. Upon receipt of notice from the Owner's Representative of the failure of any part of the installation during the guarantee period, the affected part or parts shall be replaced or repaired promptly by and at the expense of the Contractor to the satisfaction of the Owner's Representative.

**Exhibit A, Supplement 1**

**MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION  
PROJECTS**

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The prevailing wage rates for 87 counties are detailed in Exhibit A - Supplement 1, which is attached and incorporated herein.

These rates will apply for the term of the awarded contracts.

**Exhibit A, Supplement 2****FIRST-TIER SUBCONTRACTORS LIST****THIS FORM MUST BE COMPLETED PRIOR TO CONTRACT EXECUTION**

PROJECT NUMBER Contract No. 218091

PROJECT NAME Park and Playground Equipment and Installation

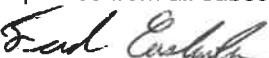
FIRST TIER SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located	% of value of Contract	*Is the First Tier Subcontractor a TG/ED/VO?
Surface America, Inc	Williamsville, NY	TBD – based on project	No
Sylva Corporation	Princeton, MN	TBD – based on project	No
Forever Lawn	Louisville, OH	TBD – based on project	No – VA Status in progress
X-Grass	Dalton, GA	TBD – based on project	No
218 Landscapes	Bemidji, MN	TBD – based on project	No
E3 Services	Rochester, MN	TBD – based on project	No
Koolmo Construction	Andover, MN	TBD – based on project	No.
Consolidated Landcare, Inc.	Delano, MN	TBD – based on project	No.
Patriot Construction Services	Wayzata, MN	TBD – based on project	No.
Alpine Landscape, Inc	Delano, MN	TBD – based on project	No.
L'Allier Concrete, Inc	Hugo, MN	TBD – based on project	No.

Attach additional sheets as needed for submission of all first-tier subcontractors.

\*TG/ED/ VO = Certified Targeted Group Business, Economically Disadvantaged Business, and Veteran-Owned Business

**I certify by signing this form under oath that I am an owner or officer of the company, and that:**

All first-tier subcontractors listed above have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in **Minn. Stat. § 16C.285**. A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier and motor carriers, pursuant to subdivision 3, clause (7).

  
 Authorized Signature of Owner or Officer

Fred Caslavka  
 Print Name

CFO  
 Title

Landscape Structures Inc.  
 Company Name  
 9/8/2022  
 Date

Exhibit A, Supplement 3

ADDITIONAL SUBCONTRACTORS LIST

SUBMIT WITHIN 14 DAYS OF RETAINING ADDITIONAL SUBCONTRACTORS DURING PROJECT

This form must be submitted to the Project Manager or individual as identified in the solicitation document. See Minn. Stat. § 16C.285, subd. 5.

PROJECT NUMBER Contract No. 218091  
PROJECT NAME Park and Playground Equipment and Installation

FIRST TIER SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located	% of value of Contract	*Is the First Tier Subcontractor a TG/ED/VO?

Attach additional sheets as needed for submission of all first-tier subcontractors.

\*TG/ED/ VO = Certified Targeted Group Business, Economically Disadvantaged Business, and Veteran-Owned Business

I certify by signing this form under oath that I am an owner or officer of the company, and that:

All additional subcontractors listed above verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in **Minn. Stat. § 16C.285**. A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier and motor carriers, pursuant to subdivision 3, clause (7).

Authorized Signature of Owner or Officer

Company Name

Print Name

Date

Title

## **Exhibit B: Insurance Requirements**

The Contractor shall maintain insurance to cover claims which may arise from operations under this Contract, whether such operations are by the Contractor, their Subcontractor, or by anyone directly or indirectly employed under this Contract.

The Contractor shall not commence work under the Contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. The Contractor, under this Contract, can provide applicable services to the State of Minnesota and/or CPV members, hereinafter referred to as Owner.

All policies shall remain in force and effect throughout the term of the Contract.

### **REQUIREMENTS FOR THE CONTRACTOR:**

The Contractor's policy(ies) shall be primary and non-contributory insurance to any other valid and collectible insurance available to the state of Minnesota with respect to any claim arising out of this Contract.

The Contractor is responsible for payment of Contract related insurance premiums and deductibles.

Insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the MN Department of Commerce if they are not rated by AM Best.

Certificates of Insurance acceptable to the State of Minnesota shall be submitted prior to commencement of the work under this contract. If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota.

### **NOTICE TO THE CONTRACTOR:**

The failure of the State of Minnesota to obtain Certificate(s) of Insurance, for the policies or renewals thereof or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the Owner to the Contractor to provide such insurance.

The Owner will reserve the right to immediately terminate the Contract if the Contractor is not in compliance with the insurance requirements, and the Owner retains all rights to pursue any legal remedies against the Contractor. In the event of a claims dispute, all insurance policies must be open to inspection by the state, and copies of policies must be submitted to state's authorized agent upon written request.

The insurance and insurance limits required herein shall not be deemed as a limitation on the Contractor's liability with regard to the indemnities granted to the Owner under the contract.

### **NOTICE TO INSURER:**

The Contractor's insurance company waives its right to assert the immunity of the State as a defense to any claims made under said insurance. Contractor's insurance company is notified that the liability of their policyholder is not limited by statute, and as a result, they are precluded from limiting claim payments based on any assumption that they are protected by immunity of the State.



Coverage under the General Liability policy(ies) of the Contractor will be as broadly construed for the Owner as is available to the Contractor.

The liability limits specified by the contract are the minimum limits required, and any and all additional limits provided to the Contractor will be available on an excess, umbrella or other basis, to the Additional Insured for any and all covered claims.

## **POLICY REQUIREMENTS:**

### **1. Workers' Compensation Insurance:**

1.1 Contractor shall provide workers' compensation insurance for all employees and shall require any Subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Minnesota and must include:

1.1.1 Part 2, Employers Liability including Stop Gap Liability for monopolistic states, at limits of not less than:

\$100,000 – Bodily Injury by disease per employee  
\$500,000 – Bodily Injury by disease aggregate  
\$100,000 – Bodily Injury by accident

1.1.2 Coverage C: All States Coverage

- If applicable, USL&H, Maritime, Voluntary and Foreign Coverage.
- A waiver of subrogation in favor of the State of Minnesota, as Owner.

If Contractor is self-insured for its obligation under the Workers' Compensation Statutes in the jurisdiction where the project is located, a Certification of the Authority to Self-Insure such obligations shall be provided.

Evidence of Subcontractor insurance shall be filed with the Contractor.

1.2 Statutory Compensation Coverage. If Minn. Stat. § 176.041 exempts the Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, the Contractor must provide a written statement, signed by the authorized signer of the Contract, stating the qualifying exemption that excluded the Contractor from MN Workers' Compensation requirements.

If, during the course of the Contract, the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

### **2. Automobile Liability Insurance:**

The Contractor shall maintain insurance to cover liability arising out of the operations, use, or maintenance of all owned, non-owned, and hired automobiles.

2.1 Minimum Limits of Liability:

\$2,000,000 - Per Occurrence combined Single Limit Bodily Injury and Property Damage

## 2.2 Coverages:

- Owned Automobile
- Non-owned Automobile
- Hired Automobile
- Waiver of subrogation in favor of the State of Minnesota

## 3. **Commercial General Liability:**

The Contractor shall maintain insurance to cover claims arising from operations under this Contract, whether such claims are by the Contractor, Subcontractor, Sub-Subcontractor or by anyone directly or indirectly employed under this Contract.

### 3.1 Minimum Limits of Liability:

\$2,000,000 - Per Occurrence

\$2,000,000 - Annual Aggregate

\$2,000,000 - Annual Aggregate applying to Products and Completed Operations

\$50,000 - Fire Damage (any one fire)

\$5,000 - Medical Expense (any one person per occurrence)

### 3.2 Coverages

- Premises and Operations Bodily Injury and Property Damage
- Personal Injury & Advertising Injury
- Products and Completed Operations Liability
- Contractual Liability as provided in ISO form CG 00 01 04 13 or its equivalent.
- Pollution exclusion with standard exception as per Insurance Services Office
- (ISO) Commercial General Liability Coverage Form – CG 00 01 04 13 or equivalent
- Independent Contractors – Let or Sublet work
- Waiver of Subrogation in favor of the State of Minnesota
- Officers and Employees of the State of Minnesota shall be named as Additional Insureds, to the extent permitted by law, for claims arising out of the Contractor's negligence or the negligence of those for whom the Contractor is responsible for both ongoing and completed operations.

Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Broad Form Property Damage (BFPD) or Explosion, Collapse, Underground (XCU).

## 4. **UMBRELLA OR EXCESS LIABILITY**

An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limit to satisfy the full policy limits required by the Contract.

Officers and Employees of the State of Minnesota shall be named as Additional Insureds, to the extent permitted by law, for claims arising out of the Contractor's negligence or the negligence of those for whom the Contractor is responsible for both ongoing and completed operations.

#### **5. LIABILITY FOR VOLUNTEER INSTALLATION**

It will be the Owner's responsibility to seek guidance and permission from their Risk Management Department prior to any volunteer performing installation labor. The State will not be held liable for any claims which may arise from injuries of volunteer labor.

#### **6. BUILDER'S RISK INSURANCE**

It is the agency's responsibility to determine if there is a need for such insurance coverage on the work. Builder's Risk insurance is needed for a building under construction or when it is being renovated or remodeled. It is also needed when machinery and/or equipment is installed as a permanent fixture of real property, unless it is located underground. If it is determined by the agency that Builder's Risk insurance is necessary for a particular project, the work cannot be performed under this Contract. The agency should instead contact Real Estate and Construction Services and arrange to do the work as a building construction project. MNDOT, DNR, Military Affairs would not contact Real Estate and Construction Services to arrange to have this work done. They would follow the construction purchasing authority that has been delegated to them by the Department of Administration for this construction work.

CPV members must determine if Builder's Risk insurance is necessary for a project or not. If they determine it is necessary, they must obtain coverage through their own providers.

### **Exhibit C: Specifications, Duties, and Scope of Work**

The following divisions of the technical specifications are incorporated into this contract:

1. **Division 02 41 00 Site Demolition**
2. **Division 11 68 13 Park and Playground Equipment and Installation**
3. **Division 12 93 00 Site Furnishings**
4. **Nature Play Equipment and Nature Play Areas**

## 1. 02 41 00 SITE DEMOLITION

1.1 General. Include all labor, materials, equipment, and services required to perform demolition work as indicated on the drawings and specified herein.

The work includes, but is not limited to removal of:

- Removal of existing play equipment
- Removal of existing chain link fence
- Removal of existing play equipment surfacing
- Miscellaneous removals

### 1.2 Products.

1.2.1 Light towers and footings. Existing play equipment shall be removed in their entirety, including all concrete footings. Depth of existing footings is unknown.

1.2.2 Concrete, rocks, and rubble encountered during demolition shall be removed with no additional compensation.

1.2.3 Contractor shall remove existing chain link fence including, if any, concrete mowing strip and all footings as indicated on the drawings.

1.2.4 Contractor shall remove all play sand and rubber surfacing. Contractor may stockpile and for reuse on site.

1.2.5 Contractor shall remove all existing player benches in their entirety, including all footings.

1.2.6 Miscellaneous removals. Remove miscellaneous site elements as indicated on the drawings, including concrete footings, if any, to full depth.

### 1.3 Execution.

1.3.1 All items indicated as salvage items shall be carefully removed such that minimal damage to materials occurs. No cutting of galvanized pipe intended for salvage will be accepted.

1.3.2 Items intended for reinstallation, as indicated on the drawings, but which are damaged by the Contractor during salvage operations shall be replaced in like kind acceptable to the Owner's Representative, or new materials, at no cost to the Owner.

1.3.3 All materials removed and debris created from demolition operations shall become the property of the general contractor and shall not be used as backfill material and shall be removed from site to a legally established dumping site. No burning or burial on-site will be allowed.

1.3.4 Protect existing trees, fencing, sidewalks, and other items not designated to be removed.

1.3.5 Contractor shall take reasonable precautions to limit damage to existing turf in areas not scheduled for replacement.

1.3.6 Holes or depressions created by this demolition shall not be left open for more than one day. Any hole within public sidewalks or within ten (10) feet of any walkway shall be filled, suitably marked or covered immediately after being made.

1.3.7 Back filling of all holes and depressions created during demolition shall be done with clean fill.

1.3.8 Contractor shall remove rocks, bituminous, concrete and miscellaneous debris over one (1) inch diameter after demolition operations.

END SECTION

2.

### 3. 11 68 13 PARK AND PLAY EQUIPMENT

#### 3.1 PARK AND PLAYGROUND EQUIPMENT CATEGORIES.

3.1.1 Playground Equipment shall be for all ages, at a minimum 2-5 and 5-12 years old, and shall include, but not limited to, complete playground systems, playground system components, freestanding play products and sports and fitness activities.

3.1.2 Site Furnishings shall include, but not limited to, picnic tables, benches, park grilles, trash receptacles, bike racks, and other related site furnishings available from the Contractor.

3.1.3 Surfacing Materials for playgrounds shall include, but limited to, loose-fill, synthetic turfs, resilient tiles and other related materials available from the Contractor.

3.1.4 Related Products to Park Equipment shall include, but not limited to, shade structures, flag poles, archery bails, skate parks, and other related products available from the Contractor.

#### 3.2 STANDARDS AND GUIDELINES.

3.2.1 All equipment must be in compliance with all Consumer Product Safety Commission, Americans with Disabilities Act, and American Society of Testing and Materials Standards and other laws and requirements concerning playground equipment.

3.2.2 Manufacturers must be a member of the International Play Equipment Manufacturers Association (IPEMA) and ISO 9001 and 140001 certified. All playground equipment must be IPEMA Certified and meet all current American Society of Testing and Materials (ASTM), Consumer Products Safety Commission (CPSC), and IPEMA standards.

##### 3.2.3 Additional Industry Standards and Publications:

- American National Standards Institute (ANSI) – Z535.1 Safety Color Code
- American National Standards Institute (ANSI) – Z535.4 Product Safety – Signs and Labels
- American Society for Testing and Materials (ASTM). 2004. Standard Specification for Attenuation of Surface Systems Under and Around Playground Equipment, ASTM F1292, West Conshohocken, PA.
- American Society for Testing and Materials (ASTM) 2008. Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment, ASTM F1951, West Conshohocken, PA.
- American Society for Testing and Materials (ASTM) 2007ae1 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, ASTM F1487. West Conshohocken, PA.

- American Society for Testing and Materials (ASTM) 2001a Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment, ASTM F2075, Vol. 15.07. West Conshohocken, PA.

### 3.3 ACCESSIBILITY REQUIREMENTS FOR PLAY APPARTUS.

The following accessibility requirements for play apparatus are mandatory and all Design Proposals that fail to meet the requirement are subject to disqualification. Contractor shall provide with their Design Proposal a list that identified those pieces of the play apparatus that are accessible ground level components and those prices that are accessible elevator components.

3.3.1 Playground structures and equipment should be challenging and accessible to ALL children, including those with physical limitations and developmental disabilities. Play components shall accommodate various types and levels of disability (i.e. children who are able to transfer in and out of their wheelchair, as well as those who require being lifted onto equipment, those with coordination difficulties, with balance problems, orthopedic braces, children with vision or hearing impairments, and adults with disabilities who need to supervise children using the equipment). Some sites are home to educational programs serving students with special needs.

3.3.2 STANDARDS: All play components shall comply with the most recent versions of the U.S. Access Board's Final Rule on Americans with Disabilities Act (ADA) and Architectural Barriers Act Accessibility Guidelines; Play Areas that was published in the Federal Register July 2004 and safety standards set forth in the U.S. Consumer Product Safety Standards. For a copy of the access guidelines contact: U.S. Access Board Phone: 1.800.872.2253, or on the Internet at: [www.access-board.gov](http://www.access-board.gov).

3.3.3 RULES: The following are excerpts from the U.S. Access Board Final Rule and Summary of the Play Rule:

- MINIMUM NUMBER: The guidelines require looking at play areas as a collection of individual play components to determine the minimum amount required to be accessible. Minimum requirements are based on the number of components provided for a play area.  
GROUND LEVEL PLAY COMPONENTS (15.6.2): These consist of components that are approached and exited at ground level, such as spring rockers and stand-alone climbers. There are two criteria for ground level play components, which must be met, although the same accessible play components can be used to satisfy both:
  - Access required to at least one of each type provided
  - The minimum number and variety is also determined by the number of elevated play components provided.
  - The Access Board final rule provides a chart of play components to determine the number of elevated components.
- ELEVATED PLAY COMPONENTS (15.6.3): These consist of components that are approached above or below ground and are part of composite structures that provide a variety of play activities. At least half (50%) the number of elevated play components provided are required to be accessible (by ramp or transfer platform).
- ACCESSIBLE ROUTES (15.6.4): An accessible route is a pathway specifically designed to provide access for individuals with disabilities, including those using wheelchairs or mobility devices. At least one (1)



accessible route shall be provided within the boundary of the play area and shall connect ground and elevated play components including entry and exit points of the play components.

- Accessible routes shall be sixty-inches (60") minimum clear width. Objects shall not protrude into the accessible route at or below eighty-inches (80") above the surface. Ground level accessible routes may not exceed a six and one-quarter percent (6¼ %) slope of one-foot vertical to sixteen-foot horizontal (1:16). Accessible surfaces located within play areas shall comply with the provisions of ASTM PS 83 Provisional Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment (April 1997).
- HANDRAILS (15.6.4): Where required on ramps, handrails will be provided. Top of the provided handrail gripping surfaces shall be 20 inches minimum to 28 inches maximum above the ramp surface. Handrails shall have a diameter of width of .95 inches minimum to 1.55 inches maximum (1.25 inches preferred), or a shape providing an equivalent gripping surface. Handrails are not required at ramps located within ground level use zones.
- RAMPS (15.6.4) AND TRANSFER SYSTEMS (15.6.5): The guidelines allow two methods of providing access to elevated play components: ramps and transfer systems. Design specification applies for each type. A transfer system provides a platform onto which children using wheelchairs can transfer. Transfer steps from the platform provide a means of access from the platform to play components. Generally, access can be provided by either method although ramp access is required where play structures with 20 or more elevated play components are provided. The ramp shall have no greater than a 12-inch rise and no greater than a six and one-quarter percent (6¼ %) slope of 16 feet horizontal: 1-foot vertical. Special consideration will be given to those Contractors submitting Design Proposals that utilize ramps in their playground design. \*Note – at least one ramp is required that provides access to the elementary school age composite play structure.
- ACCESSIBLE SURFACES (15.6.7): Surfaces at play components shall be soft enough to limit injury from falls but also firm and stable enough for wheelchair maneuvering. The guidelines rely on two standards from the American Society of Testing and Materials (ASTM). For wheelchair access, surfaces are required to be "firm, stable, and slip resistant" as specified in ADAAG and to meet the ASTM standard F1951-08.
- MANEUVERING (15.6.6): Maneuvering space shall be provided on the same level as the play component and shall have a clear space of sixty inches (60") in diameter or a T-shaped area. A parking area of thirty inches by forty-eight inches (30" x 48") for the wheelchair off the route of travel must be provided. Maneuvering space and parking space may overlap. Maneuvering space shall not be steeper than two percent (2%) slope 1:48 in all directions. The maneuvering space required for a swing shall be located immediately adjacent to the swing.
- POINT(S) OF ACCESS: A transfer point may serve as a Point of Access. A transfer point serving as a point of access is a platform between eleven to twenty-four inches (11" - 24") from the ground, which allows a person to transfer from a wheelchair onto the platform. A mid-level height of eighteen inches (18") is recommended for the transfer platform, which should be a minimum of twenty-four inches wide and fourteen inches deep (24" x 14"). Clear space for parking an empty wheelchair thirty inches by forty-eight inches (30" x 48") out of the traffic pattern should be provided adjacent to the transfer point on firm, stable, and slip-resistant surface. Adjacent steps or decks from the transfer platform, which are used to move through the equipment, should have a maximum rise of eight inches (8").
- SENSORY STIMULATION: For the safety of those with visual impairments there shall be no open-edged platforms. Edges shall be enclosed by bars, panel walls, guide ropes or other protective barrier that identifies a drop-off. Desirable: manipulative component(s) with auditory stimulation (megaphone, beeping, clicking, etc.)

### 3.4 GENERAL MATERIAL SPECIFICATIONS FOR EQUIPMENT.

The following specifications set a base or minimum quality of product specification. The Contractor's equipment proposed must meet or exceed the following specifications. Per the General Proposal Requirements the Contractor shall provide documentation that their product meets or exceeds the following specifications.

#### 3.4.1 General Materials:

- As a minimum requirement, all structural components, such as post, beams and rigid climbers shall be made inherently corrosion resistant material or coating to protect against moisture. If applicable all exposed ends of posts and beams shall be covered with a moisture proof protective cap, adequately fastened at factory to prevent vandals, collection of rainwater and moisture within, and accidental entrapment of fingers, limbs, and clothing, etc. All play equipment systems posts, beams, hand and support rails shall be standard weight and meet minimum required strength specifications as set forth in the Consumer Product Safety Guidelines. Submit materials, available sizes and product warranty information.
- All support posts shall be made of corrosion resistant material or treated to prevent rust. All support posts shall be set in concrete footings in accordance with MnDOT Specification 2461 and 2301, and the manufacturer's most stringent specifications at all sites.
- All pre-drilled holes larger than one quarter-inch (1/4") remaining after the structure is installed shall be filled with permanent caps or plugs which are smooth enough to prevent scratching or tearing of skin or clothing and adequately fastened to prevent vandalism.
- Post and rails shall be attached with suitable welded or locking collar joints. Joints shall be smoothly finished.
- All steel hardware, post, and beams shall be non-toxic, electroplated, powder coated, hot-dip galvanized (per MnDOT) specification 3392, poly/vinyl clad, stainless steel, or otherwise rust proofed.
- All connecting hardware should be corrosion resistant, should minimize corrosion of materials they connect, and be vandal resistant.
- All plastic, vinyl or poly parts that are fabricated with and/or to be attached to the apparatus with screws or bolts, must be reinforced with embedded metal or appropriately attached metal bonds or fabric.
- All chains and cables (except for swings, which shall have non-coated chains) shall have a corrosion resistant coating and shall be designed to avoid pinching. Submit data on weight bearing capacity, materials design, and finishes including warranties. Minimum coating thickness shall be one hundred (100) mils or pre-approved equal.
- Where steel parts will be electrostatically powder coated, powder coating shall be a non-toxic pure polyester/urethane material applied to steel that has been degreased, etched, and phosphatized. Minimum film thickness shall be three (3) mils.
- Provide data on the following standard moving parts, glide ride trolleys, spinners, and seesaws. Bearing or brushings should self-lubricate or be easy to lubricate if necessary.
- Cargo nets shall be vandal resistant, with a gripping surface that protects against steel slivers. Nets should be modular and allow for replacements of smaller components within a large structure.
- Slides shall be made of integrally colored materials that resist heat absorption and can be cleaned in case of vandalism. Slides should be available in a variety of sizes, shapes, and configurations.
- Platforms shall be corrosion resistant, and nontoxic with a stable finish. Platforms should be slip resistant, and should not cause slivers. Platforms should come with a variety of sizes and configurations available in order to create flexible play spaces. Platforms shall connect to posts with self-leveling fastening system, with a minimum of two attachments points per corner, and should be easy to assemble and access fasteners.

#### 3.4.2 Signs

Signage shall identify the age group for which the equipment is structurally designed, other recommended CPSC warnings and information, and other requirements upon request from the end users. Signs, including posts, must be constructed of UV stable, corrosion, and vandal resistant material. The signs shall be made of integrally colored material and letters shall be molded or printed onto the sign. Signs shall be a separate structure: stickers on equipment are not considered signage.

#### 3.4.3 Fasteners

Fasteners shall be tamper resistant, corrosion resistant, easily replaceable, and designed to avoid catching clothing.

Other stainless steel hardware shall be 302HQ corrosion resistant stainless steel.

Non stainless steel hardware shall be zinc plated grade 5 steel.

Threaded Post Nut Inserts shall be a corrosion resistant threaded insert crimped into post. Inserts shall be precision CNC located and factory installed for all attachment points.

#### 3.4.4 Container Border

- Wood timber container border; at a minimum constructed of 4 inches by 4 inches by 8 foot (4" x 4" x 8') treated wood timbers, supply 6 inches by 6 inches by 8-foot timbers upon request; minimum 2 timbers high play container border with at-grade ADA-compliant access at bituminous play area. The use of Chromated Copper Arsenate (CCA) treated wood is prohibited. All play equipment and safety zones shall fit within the new play container border.
- Concrete: technical specifications to be verified but at a minimum the curb shall be a 6" wide curb. Depth shall include the required thickness of the surfacing (based on the engineered wood fiber mulch, with an additional 6").
- Plastic edging: Technical specifications to be verified depending on which manufacturer chosen to supply the edging.

3.4.5 PVC Coating (Poly-Vinyl Chloride): Prior to coating, each part shall be chemically washed, submerged in a heat-activated primer and dried. After drying, each part shall be pre-heated to a temperature no less than 350° F and immersed in liquid PVC. Play/usage surfaces shall have coating thickness of .085-.150 in. Park and site surfaces (i.e. benches, picnic tables) shall have coating thickness of .050-.080 in. PVC shall comply with California Assembly Bill #1108 by having a concentration that does not exceed 0.1% of the following phthalates; DINP, DIDP, DnOP, DEHP, or BBP. This information is also free of heavy metals such as Lead and Cadmium. The PVC shall have:

- Tensile strength of no less than 1700 psi per ASTM 412.
- Elongation of no less than 325% per ASTM 412.
- Tear strength of no less than 250 lb./in per ASTM 624.
- Hardness of 75 +/- 3 (Durometer, Shore A) per ASTM 2240.
- UV stabilizer shall be added to PVC to withstand one year in a QUV panel tester without any significant color drift.
- Burn Rate will meet or exceed Federal Safety Standard MVSS 302. This is the same as a UL 94 HB rating.

### 3.5 WARRANTIES.

Equipment being offered shall include at a minimum the following warranties:

Structural post and beams – 20 years

Moving parts – 2 years

Nets – 8 years

Concrete products – 10 years

Plastic components - 12 years.

If limitations apply within these categories and length of warranty provide documentation within the General Proposal Requirements, Capabilities for Furnishing Equipment.

### 3.6 Installation of Park and Playground Equipment

#### 3.6.1 PART 1 STANDARDS.

##### 3.6.1.1 References and Publications

- ASTM F1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public use.
- ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
- U.S. Consumer Products Safety Commission Handbook for Public Playground Safety. 2008, publication 325.
- Americans with Disabilities Act (ADA)
  - Accessibility Guidelines for Buildings and Facilities; Play Areas, amended November 20, 2000. Americans with Disabilities Act (ADA) 1990. Public Law 101–336, 101st U.S. Congress, enacted July 26, 1990.
  - Americans with Disabilities Act and Architectural Barriers Act Accessibility Guidelines- July 2004.
- Architectural and Transportation Barriers Compliance Board (ATBCB) Part IV, 36 CFR Part 1191 (Docket No. 98-2) RIN 3014-AA21-Americans with Disabilities Act Accessibility Guidelines (ADAAG) Amendments for Buildings and Facilities: Play Areas; Final Rule. Published in the Federal Register on Wednesday, October 18, 2000; effective November 17, 2000.
- American Society for Testing and Materials (ASTM) 2001a Standard Specification for Engineered Wood Fiber for use as a Playground Safety Surface Under and Around Playground Equipment, ASTM F2075, Vol. 15.07 West Conshohocken, PA.
- American Society for Testing and Materials (ATSM) 2008. Standard Specification for Determination of Accessibility of Surface Systems under and Around Playground Equipment, ASTM F1951, West Conshohocken, PA.
- State Highway Department Standards: MnDOT Specifications shall mean the Minnesota Department of Transportation “Standard Specifications for Construction”, latest edition which can be viewed on the internet at <http://www.dot.state.mn.us/tecsup/spec/index.html>.

### 3.6.2 SUBMITALS

- Shop Drawings. Submit color samples to Landscape Architect for all manufactured play equipment.
- Certification. Suppliers shall furnish certification attesting that materials meet specification requirements.

### 3.6.3 DELIVERY, STORAGE AND HANDLING

- Packaging and Shipping: Material to be palletized and shrink wrapped, delivered in original unopened packaging with legible manufacturer identification, including size, piece number, quantities, manufacturer date and inspectors' initials.
- Storage and Protection: Materials to be stored in secure area in original packaging. Protect from damage by other trades.

### 3.6.4 WARRANTY

Manufacturer/Installer shall warrant the installed system for a period of one year from the date of substantial completion against failure of workmanship and materials.

## 3.7 EXECUTION

### 3.7.1 INSTALLATION

- Manufactured Play Equipment

All play equipment shall be installed as per manufacturer's specifications over resilient surfacing material as shown on the plans. Manufacturer shall provide fall heights for all equipment components.

During installation, leave no hazardous drop offs or excavations unprotected or uncovered. Play equipment shall be posted with minimum size 8 ½" x 11" warning signs located at eye level, one at each structure access point, with the letters "KEEP OFF" until the full depth of resilient surfacing is placed under equipment and all construction debris is removed from the play area.

### 3.7.2 INSPECTION

- Contractor shall be responsible for inspecting all equipment two (2) weeks after installation. Inspection shall include checking all bolts and fasteners for tightness and making necessary adjustments and required lubrication according to manufacturer's recommendation.
- Upon installation, contractor shall provide post installation safety inspection by a Certified Play Safety Inspector (CPSI) to verify CPSC and/or ASTM guidelines:
  - Safety Zones
  - Protrusions Hazards
  - Entanglement Hazards
  - Accessibility

#### **4. END SECTION12 93 00 SITE FURNISHINGS**

##### **4.1 GENERAL**

Provide labor, materials, equipment and services required to furnish and install site improvements as specified herein. The work under this section includes, but is not limited to:

- Benches
- Picnic Tables
- Trash Receptacles

##### **4.2 MATERIALS**

4.2.1 Benches. Benches shall be cast metal or steel framed in 4', 6' and 8' lengths, backless and with back support, with and without arms. Note - if a bench is placed inside of the play area fall zone concrete container border a concrete pad will not be required. Bench location needs to meet all relevant fall zone safety, ADA, and bench manufacturers' requirements

##### **4.3 INSTALLATION**

4.3.1 Benches. Benches shall be installed per manufacturer's recommendation using stainless steel anchor bolts. All bench locations shall be staked in the field by the Contractor with the Owner's Representative.

4.3.2 Trash Receptacles. Trash receptacle shall be installed as per manufacturer's recommendations and as shown on the drawings. All trash receptacle locations shall be staked in the field by the Contractor with the Owner's Representative.

4.3.3 Picnic Table. Picnic Tables shall be installed as per manufacturer's recommendations and as shown on the drawings. Picnic table locations shall be staked in the field by the Contractor with the Owner's Representative.

**END SECTION**

## 5. Nature Play Equipment & Nature Play Areas Specifications

### 5.1 PART 1 - GENERAL

5.1.1 RELATED DOCUMENTS. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 5.1.2 SUMMARY

This Section includes:

- Custom or off the shelf timber play equipment – i.e. custom timber structures modified with additional components or connected to build structure.
- Custom or off the shelf nature-based style play equipment – i.e. Glass Fiber Reinforced Concrete (GFRC) sculpted elements etc.
- Non-manufactured “natural” play pieces – i.e. un-modified timber or natural boulders.

#### 5.1.3 DEFINITIONS

- Critical Height: Standard measure of shock attenuation. According to CPSC No. 325, this means "the fall height below which a life-threatening head injury would not be expected to occur."
- Fall Height: According to ASTM F 1487, this means "the vertical distance between a designated play surface and the protective surfacing beneath it." The fall height of playground equipment should not exceed the Critical Height of the protective surfacing beneath it.
- HDPE: High-density polyethylene.
- IPEMA: International Play Equipment Manufacturers Association.
- PE: Polyethylene.
- Play Structure: According to ASTM F 1487, this is "a free-standing structure with one or more components and their supporting members."
- Protective Surfacing: According to ASTM F 1487, this means impact-attenuating "materials to be used within the use zone of any playground equipment" for playground surface systems.
- PVC: Polyvinyl chloride.
- Definitions in ASTM F 1487 apply to Work of this Section.
- Fall Zone: According to ASTM F 1487, this is "the area beneath and immediately adjacent to a play structure that is designated for unrestricted circulation around the equipment and on whose surface it is predicted that a user would land when falling from or exiting the equipment."

#### 5.1.4 SUBMITTALS

- Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- Shop Drawings: For each type of playground equipment, include materials, plans, elevations, sections, details, method of field assembly, connections, and installation details. Indicate manufacturer's product number, color choices for each product piece and product mounting depth & height.
- Coordination Drawings: Layout plans and elevations drawn to scale and coordinating playground equipment with playground surface systems. Show playground equipment locations, use zones, fall

heights, extent of protective surfacing, and Critical Heights. Landscape Architect to make the color selections prior to general contractor's ordering of the site furnishings and play equipment.

- Samples for Initial Selection: Manufacturer's color charts of actual units showing the full range of colors and textures available for components with factory-applied color finishes.
- Samples for Verification: For the following products, for each type of exposed finish required, prepared on Samples of size indicated below and of same thickness and material indicated for the Work. If finishes involve normal color and texture variations, include sample sets showing the full range of variations expected. Landscape Architect reserves the right to require additional Samples that show fabrication techniques, workmanship, and design of playground equipment.
- Timber (wood): Not less than 6 inches (150 mm) in length, 3" dia. Timber source i.e. type of tree, shall be selected by Owner/Owner Representative and approved prior to manufacturing or procurement.
- Boulder sample shall be provided in a 2-3" diameter pieces where possible. If sample cannot be procured photo of typical boulder shall be provided.
- Product Certificates: Signed by manufacturers of playground equipment certifying that products furnished comply with requirements.
- Installer Certificates: Signed by manufacturer certifying that installers comply with requirements.
- Manufacturer Certificates: Signed by manufacturers certifying that they comply with requirements.
- Material Certificates: Signed by manufacturers certifying that each of the following items complies with requirements:
  - Paints and similar finishes.
  - Recycled plastic.
- Product Test Reports: From a qualified testing agency indicating playground equipment complies with requirements, based on comprehensive testing of current products.
- Field Quality-Control Report: Indicate compliance of playground and installed playground equipment and components with requirements.
- Maintenance Data: For playground equipment and finishes to include in maintenance manuals specified in Division

#### 5.1.5 QUALITY ASSURANCE

- Installer Qualifications: An experienced installer who has specialized in installing work similar in material, design, and extent to that indicated for this Project and who is acceptable to manufacturer of playground equipment.
- Manufacturer Qualifications: A firm whose playground equipment components (excluding Round Timber play features) have been certified by IPEMA's "3rd Party Certification" service.
  - Provide only playground equipment and play structure components bearing the IPEMA Certification Seal.
  - Provide the following playground equipment and play structure components bearing the IPEMA Certification Seal
- Standards and Guidelines: Provide playground equipment (excluding Round Timber play features) complying with or exceeding requirements in the following:
  - ASTM F 1487.
  - CPSC No. 325, "Handbook for Public Playground Safety."

#### 5.1.6 WARRANTY

- Special Warranty: Manufacturer agrees to repair or replace components of playground equipment that fail in materials or workmanship within specified warranty period.



- Failures include, but are not limited to, the following:
  - Structural failures.
  - Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.
- Warranty Period: Two years from date of Substantial Completion.

#### 5.1.7 PROJECT CONDITIONS

- Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - Notify Landscape Architect at least two days in advance of proposed utility interruptions.
  - Do not proceed with utility interruptions without Landscape Architect's written permission.
  - Before excavating, contact utility-locator service for area where Project is located.

#### 5.1.8 COORDINATION

- Coordinate construction of equipment use zones and fall heights during installation of playground equipment with installation of protective surfacing specified.

### 5.2 PART 2 – PRODUCTS

#### 5.2.1 MANUFACTURERS

- Available Products: Subject to compliance with requirements.
- Manufacturers: The following product manufacturers have been accepted; no substitutions will be allowed unless approved 7 days prior to bid date.
- Refer to schedules.

#### 5.2.2 PLAY EQUIPMENT, GENERAL

- Colors: As selected by Landscape Architect from manufacturer's full range.

#### 5.2.3 MATERIALS

- Steel: Comply with the following:
  - Steel Pipe: Standard-weight steel pipe complying with ASTM A 53 or electric-resistance welded pipe complying with ASTM A 135, with a minimum yield strength of 30,000 lbf/sq. in. (205 MPa); hot-dip galvanized internally and externally.
  - Steel Mechanical Tubing: Cold-rolled, electric-resistance-welded carbon or alloy steel tubing complying with ASTM A 513 or steel tubing fabricated from steel complying with ASTM A 569/A 569M and complying with the dimensional tolerances in ASTM A 500; with a minimum yield strength of 40,000 lbf/sq. in. (276 MPa) and a minimum tensile strength of 45,000 lbf/sq. in. (310 MPa); zinc coated internally and externally.
  - Steel Sheet: Commercial steel sheet complying with ASTM A 569/A 569M.
  - Galvanized Steel Sheet: Commercial steel sheet, hot-dip galvanized, complying with ASTM A 653/A 653M for not less than G60 (Z180) coating designation; mill phosphatized.

- Perforated Metal: From steel sheet not less than [0.0747-inch (1.9-mm)] [0.0897-inch (2.3-mm)] [0.1196-inch (3.0-mm)] nominal thickness; manufacturer's standard perforation pattern.
- Expanded Metal: From carbon-steel sheets, deburred after expansion, and complying with ASTM F 1267.
- Opaque Plastic: Color impregnated, UV stabilized, and mold resistant.
- Polyethylene: Fabricated from blow molded, double walled, UV stabilized colored through polyethylene (PE) plastic with not less than 0.12-inch (3-mm) wall thickness.
  - Hardware: Manufacturer's standard, commercial-quality, corrosion-resistant, hot-dip galvanized steel and iron, stainless steel, or aluminum; secure, vandal-resistant design.
  - Fasteners: Manufacturer's standard, corrosion resistant.
  - Drainage Fill: Washed coarse-aggregate mixture of crushed stone, or crushed gravel.
  - Galvanizing: Where indicated for steel and iron components, provide the following protective zinc coating applied to components after fabrication:
    - Hot-Dip Galvanizing: According to ASTM A 123/A 123M, ASTM A 153/A 153M, or ASTM A 924/A 924M.
  - Paint and PVC-Coat Finish: Comply with 16 CFR 1303 for limiting lead in paint.
  - Wood timber shall be sourced from a hardwood or rot resistant species such as Robina "Black Locust" species or cedar unless otherwise specified by Landscape Architect. Salvaged wood of other tree species provided by Owner can be utilized if approved by Owner/Landscape Architect. Timber can be de-barked or bark remain intact specified by Owner/Landscape Architect.
  - Glass Fiber Reinforced Concrete (GFRC) with Alkali Resistant (AR) type glass fiber formulated for concrete. GFRC shall be 1,500 pounds per square inch in tension, 5,000 pounds per square inch in compression.
  - Glacial till boulder as natural play elements: Furnish from local supplier, colorful, granite or other non-chipping, well-shaped, full boulders without sharp edges, 24 to 36" dia. Boulders with cracks and sharp edges will be rejected. Landscape Architect may observe boulder selection at supplier before delivery for compliance with requirements for size, and quality. Landscape Architect to specify

#### 5.2.4 FABRICATION- Manufacturer's products shall meet the following minimum standards:

- General: Provide sizes, strengths, thickness', wall thickness, and weights of components as indicated but not less than required to comply with structural performance and other requirements in ASTM F 1487. Factory drill components for field assembly. Unnecessary holes in components, not required for field assembly, are not permitted. Provide complete play structure, including supporting members and connections, means of access and egress, designated play surfaces, barriers, guardrails, handrails, handholds, and other components indicated or required to comply with referenced standard[s] for equipment indicated. If metal main frame is required for Project, retain first paragraph below and correlate with applicable requirements in "Materials" Article above and in Playground Equipment Schedule at end of Part 3.
- Metal Frame: Fabricate main-frame upright support posts from metal pipe or tubing with cross-section profile and dimensions as indicated in the Playground Equipment Schedule at the end of Part 3. Fabricate secondary frame members, bracing, and connections from either steel or aluminum. Unless otherwise indicated, provide each pipe or tubing main-frame member with manufacturer's standard drainable bottom plate or support flange.
- Composite Frame: Fabricate main-frame upright support posts from metal and plastic with profile and dimensions as indicated on the Playground Equipment Schedule at the end of Part 3. Fabricate secondary frame members, bracing, and connections from either steel or aluminum.

- Structural Plastic Panels, Tubes, Tunnels and Slide Chutes: Opaque plastic, unless transparent plastic is indicated.

#### 5.2.5 CAST-IN-PLACE CONCRETE

Concrete Materials and Properties: Comply with requirements in Division 3 Section "Cast-in- Place Concrete" ACI 301.

#### 5.2.6 METAL FINISHES, GENERAL

- Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating metal finishes.
- Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

#### 5.2.7 STEEL AND GALVANIZED STEEL FINISHES

- Baked-Enamel Powder-Coat Finish: Manufacturer's standard, baked, polyester-TGIC, powdercoat finish complying with finish manufacturer's written instructions for surface preparation, including pretreatment, application, baking, and minimum dry film thickness of 3 to 5 mils (0.075 to 0.127 mm). PVC Finish: Manufacturer's standard, UV-stabilized, mold-resistant, slip resistant, matte-textured, dipped or sprayed-on, PVC-plastisol finish, with flame retardant added, complying with coating manufacturer's written instructions for pretreatment, application, and minimum dry film thickness of 80 mils (2 mm).

#### 5.2.8 GLASS FIBER REINFORCED CONCRETE

- Glass Fiber Reinforced Concrete (GFRC) with Alkali Resistant (AR) type glass fiber formulated for concrete. GFRC shall be 1,500 pounds per square inch in tension, 5,000 pounds per square inch in compression. GFRC is colored with an integral color, remainder of rock is sealed with a V-Seal. Final coloring is achieved with a latex stain formulated for concrete. Internal framework shall consist of welded square structural steel tubing with rebar reinforcements. Integrated rectangular tubing for lifting and anchoring shall be 7 GA low-carbon steel. If used, tope connection brackets shall be 8 GA galvanized steel plate.
- Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast. GFRC is colored with an integral color, remainder of piece is sealed with a V-Seal. Final coloring is achieved with a latex stain formulated for concrete.

### 5.3 PART 3 - EXECUTION

#### 5.3.1 EXAMINATION

- Examine areas and conditions, with Installer present, for compliance with requirements for site clearing, earthwork, site surface and subgrade drainage, and other conditions affecting performance.

- Do not begin installation before final grading required for placing protective surfacing is completed, unless otherwise permitted by Landscape Architect.
- Proceed with installation only after unsatisfactory conditions have been corrected.

#### 5.3.2 PREPARATION

- Verify locations of playground perimeter and pathways. Verify that playground layout and equipment locations comply with requirements for each type and component of equipment.

#### 5.3.3 INSTALLATION, GENERAL

- General: Comply with manufacturer's written installation instructions, unless more stringent requirements are indicated. Anchor playground equipment securely, positioned at locations and elevations indicated on Shop Drawings.
  - Maximum Equipment Height: Coordinate installed heights of equipment and components with installation of protective surfacing. Set equipment so fall heights and elevation requirements for age group use and accessibility are within required limits. Verify that playground equipment elevations comply with requirements for each type and component of equipment.
- Post and Footing Excavation: Hand-excavate holes for posts and footings to dimensions, profile, spacings, and in locations indicated on Drawings, in firm, undisturbed or compacted subgrade soil. Level bearing surfaces with drainage fill to required elevation.
- Post Setting: Set main-frame equipment posts in concrete footing. Protect portion of posts above footing from concrete splatter. Place concrete around posts and vibrate or tamp for consolidation. Verify that posts are set plumb or at the correct angle and are aligned and at the correct height and spacing. Hold posts in position during placement and finishing operations until concrete is sufficiently cured.
  - Concrete Footings: Smooth top, and shape to shed water.
  - Aggregate Footings: Smooth top, level.

#### 5.3.4 ADJUSTING

- Adjust movable playground equipment components to operate smoothly, easily, and quietly, free from binding, warp, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range.

#### 5.3.5 CLEANING

- After completing playground equipment installation, inspect components. Remove spots, dirt, and debris. Repair damaged finishes to match original finish or replace component.

#### 5.3.6 PLAY EQUIPMENT SCHEDULE

- Play Equipment and Accessories: Comply with ASTM F 1487 and CPSC No. 325 requirements.
- Refer to schedules.

### 5.4 SUPPLEMENTAL PLAY EQUIPMENT AND STRUCTURES SPECIFICATION - PART 1 - GENERAL

#### 5.4.1 Small Diameter (4" to 21") Round Timber Construction:

- Round Timber Custom Play Feature Contractor shall have experience in design, shop fabrication and installation of small round timber construction with beams, columns, y-branch columns and trusses with engineered connection points using steel connectors and fasteners. Provide structural engineer stamped shop drawings. Engineer stamped shop drawings based on International Log Builders Association Span Table Guidelines and design values database derived from destructive testing at the United States Department of Agriculture Forest Products Lab in Madison, WI.

#### 5.4.2 Manufacturer Qualifications:

- Round Timber Custom Play Feature Contractor shall have experience building with Small Diameter Round Timber (4" to 21") for more than 5 years and experience prefabricating engineered connection points with steel connectors and fasteners for more than 5 years. Round Timber Custom Play Feature Contractor shall have a minimum of 10 small diameter timber, agricultural, and or commercial structures completed. Provide list available as requested.
- Approved Manufacturer: List provided by State Contract.

### 5.5 SUPPLEMENTAL PLAY EQUIPMENT AND STRUCTURES SPECIFICATION - PART 2 - Products

#### 5.5.1 Select Stand Black Locust Species:

- Round Timber Custom Play Feature Contractor shall source timber from single stand and from Forest Stewardship Council certified forest. Relevant Code Information: Regional Code Authorities (Minnesota, Wisconsin, Illinois): IBC 2006; Designation: 2304.10 Heavy Timber Construction. Round Timber members shall be sourced within 500 miles of job site.
- Round Timber members shall be peeled and seasoned or kiln dried to 19% or lower moisture level. Sanded smooth to 80 grit. Treated with one coating of Tim-Bor or another approved insecticide. Treated with one coating of HempShield clear finish or alternative
- Round Timber members shall pass a three-step grading process – ability to select stand, visual, digital or acoustic timber grading, and post peeling inspection process. Shop fabrication of small diameter round timber shall be to the greatest extent practical, including predrilling, fastening, connectors and joinery. Y Branching connections shall be prefabricated with engineered connection points using steel and or wood connectors or fasteners. The play feature structural system shall have connection points shop fabricated, disassembled, staged and shipped to job site. Connectors and Fasteners shall be rated exterior grade.

### 5.6 SUPPLEMENTAL PLAY EQUIPMENT AND STRUCTURES SPECIFICATION - PART 3 - EXECUTION

#### 5.6.1 Installation Requirements:

- Time delivery and installation of timber to avoid extended on-site storage and to avoid delaying work of other trades that follow.
- Keep materials under cover and dry. Protect from weather and contact with damp or wet surfaces. Provide for air circulation within and around stacks and under temporary coverings.
- Avoid extra cutting after fabrication. Where field fitting is unavoidable, comply with requirements on the provided shop drawings.
- Touch-up, repair or replace minor damage to timber members before substantial completion. Replace damaged members as directed where damage is beyond satisfactory repair.

- Install in accordance with approved shop drawings and in proper relationship with adjacent Construction.
- Do not begin installation until substrates have been properly prepared per the shop drawings.
- If substrate preparation is the responsibility of another installer, notify Landscape Architect of unsatisfactory preparation before proceeding.
- Prepare surfaces using methods recommended by the manufacturer (including sanding and finishes, etc.).
- Installation of members in accordance with the details and notes on the approved construction documents and shop drawings.

#### 5.7 Suggested Manufacturers:

- WholeTrees, Inc. Architectures and Structures, LLC at E2890 Lorenz Rd, Stoddard, WI 54658 at 608-452-3894 <https://wholetrees.com/> (or approved contractor).
- Kompan, Inc. 605 Howard Ln, Suite 101 Austin, TX 78753 <https://www.kompan.us/> (or approved contractor).
- Earthscape 7215 Wellington Road 86, Wallenstein, ON N0B2S0 Canada <https://www.earthscapeplay.com/> / (or approved contractor).

END SECTION

**Exhibit D: Pricing****1. Contract Pricing.**

In General. Prices listed take into consideration all inherent costs of providing the requested goods and services. The Contractor agrees to pay any and all fees, including, but not limited to: duties, custom fees, permits, brokerage fees, licenses and registrations, government taxes, overhead, profit, parking permits, proper disposal of materials, insurance payments. The State will not pay any additional charges beyond the price(s) listed, unless otherwise provided for by law or expressly allowed by the Contract. Prices listed within Exhibit D are maximum prices. These maximum prices shall remain firm for the initial term of the Contract. The Price List may not include any additional terms or conditions. Prices must be quoted in United States currency. Any increase to Contract pricing requires a duly executed amendment to this Contract. Contractor may provide lower pricing at its discretion without requiring a duly executed amendment to the Contract.

1.1 Discount-off List Pricing. Prices offered for equipment are a percent (%) discount from the Manufacturer's (Original Equipment Manufacturer – OEM) List Price or Dealer's List Price. The discount offered must remain firm, and may be increased, during the life of the Contract. After the initial term of the Contract, the manufacturer's or dealer's price list may be updated upon mutual agreement by the State and the Contractor through a fully executed amendment.

Product	Vendor Cost from Supplier	Discount-off List Offered	Computation	State Contract Price
XYZ Tablet	\$300.00	3.5%	$\$300.00 - (300 \times 0.035) = \$289.50$	\$289.50

1.2 Cost-Plus Pricing. Cost is defined as the actual cost the Contractor pays the supplier for goods or services the State orders, minus any applicable taxes. Only costs specifically detailed in the billing statement, quote, or invoice from the supplier will be subject to the cost-plus percentage detailed on Contract. If a quote is issued, the invoice price cannot exceed the quoted price.

The product purchase price from the supplier must be verifiable with a quote, billing statement, or invoice upon request from the State or Ordering Entity.

The cost-plus pricing must be computed in the same manner as shown in the example below:

Product	Vendor Cost from Supplier	Cost Plus % Offered	Computation	State Contract Price
XYZ Tablet	\$300.00	3.5%	$\$300.00 \times 1.035 = \$310.50$	\$310.50

1.3 Equipment Installation Services. Equipment requiring installation shall be performed by certified manufacturer's installers. Installation work must meet the standards established by the terms, specifications, drawings, and construction requirements per each project. Work performed must also meet the manufacturer's specifications and industry standards requirements.

The equipment installation shall be based on a not to exceed fixed percentage rate of the total dollar amount of equipment per order proposed. The percentage rate shall be calculated based on the retail list price of equipment then the discount off list applied for the actual cost of equipment multiplied by the installation rate percentage.

Example: \$100,000 retail list price x 6% (discount off list) = \$94,000 (actual cost of equipment) x installation rate percentage (installation rate percentage example 15%) 15% = \$14,100 price for equipment installation.

Surfacing installation pricing shall be per cubic yard or square foot.

The installation not to exceed fixed percentage rate shall not include site preparation and development, offloading equipment, storage, security, mobilization, mileage, per diem, bonds or permits. Mileage, mobility, and lodging shall be pursuant to Exhibit D: Pricing, item no. 1.10 and 1.11. Installation rates shall assume that the installation site is fully prepared, level, and accessible.

Project specific work may include, but is not limited to, the removal and reinstallation of playground equipment, surfacing, borders, fencing, etc. Project specific work shall be quoted per project.

1.4 Labor. The Contractor's hourly price shall include, but is not limited to, prevailing wage reporting requirements, equipment and tools normally associated with park and playground equipment installation, quoting, CADD drawings or incidental unspecified work (upon written approval by the Owner), etc. The certified prevailing wage rates in effect at the time the solicitation is advertised apply for the duration of the contract.

The Labor rate may be used for providing safety inspections by a Certified Playground Safety Inspector (CPSI) for a one-time safety inspection of existing playground equipment.

The Labor rate may also be used for providing maintenance and repairs that are outside the scope of the warranty.

1.5 Permits. Permits required by local authorities shall be secured and paid for by the Contractor. The Contractor will be reimbursed for the actual cost of such permits if the cost is itemized, and evidence of the permit and its cost is attached to the invoice to the ordering entity. The Contractor, or approved subcontractor, may be required, depending on the scope of work, to obtain all required permits from the Minnesota Pollution Control Agency (MPCA) and local authorities for erosion control of the work site. If required, the Contractor shall be in conformance with MPCA Stormwater Pollution Prevention Plan and all local municipal requirements relating to erosion or compaction damage to soil and sedimentation of surface waters

1.6 Contractor pays all freight and adds freight charges to quote/invoice as a separate line item. Freight must be quoted/invoiced as a direct pass-through cost. No markup is allowed on freight. Freight charges invoiced may not exceed the quoted price. Upon request by the ordering entity, the Contractor must furnish third party freight quote and/or invoice.

1.7 Competitive Pricing. The State reserves the right to require Contractors to secure competitive bids for materials being furnished, or if there are multiple Contractors assigned to a county, the State reserves the right to obtain a written price quote from multiple Contractors. If the Contractor is required to secure competitive bids for materials, the State may request to review documentation to verify that competitive procurement practices have been used.

1.8 Taxes.

- **Furnishing Product Only. DO NOT** add sales tax to the prices being offered. Effective July 1, 1995, State Agencies use a Direct Pay Authorization to pay the applicable sales and use tax directly to the Department of Revenue under Minnesota Tax ID 4405717. Although it is not required by the Department of Revenue, State Agencies will complete and submit the ST3 Form to the Contractor upon request. See <http://www.revenue.state.mn.us>.



- **Furnishing and Installing Product.** The State's Direct Pay permit will not apply for orders against this contract. . The Contractor must include in their response prices any applicable State or Federal sales, excise, or use tax on all materials, supplies, and equipment that are to be utilized. If orders are issued by CPV members, the Contractor should confirm all of the tax requirements with the ordering entity.

1.9 Mileage. The State will pay mileage when travel to and from the job site exceeds 100 miles round trip per day (i.e. accumulated mileage). Each mile exceeding 100 accumulated miles per day may be charged the per mile rate. The accumulated mileage will be determined using the Contractor's closest dispatch center/service location to the job site. The State reserves the right to use Google Maps™ to determine mileage. The State will not pay mileage, labor costs, or any overtime labor associated with travel to pick up materials.

The Mileage reimbursement has been divided into two types of vehicle classifications per MnDOT Vehicle Classifications: [http://www.dot.state.mn.us/traffic/data/reports/vc/Vehicle\\_Classification\\_Scheme.pdf](http://www.dot.state.mn.us/traffic/data/reports/vc/Vehicle_Classification_Scheme.pdf)

**Passenger Vehicles:** Reimbursement shall be per the current State of Minnesota Commissioner's Plan.

Type 1 - Motorcycle

Type 2 – Car

Type 3 - Truck Van

**Single Units:** Contractor shall provide a multiplier that will be used to multiply the most current mileage rate from the State of Minnesota Commissioner's Plan (.585 effective 01/01/2022 <http://www.mmd.admin.state.mn.us/commissionersplan.htm>.) to determine the contractor's reimbursable mileage rate for Single Unit vehicles.

Type 4 – Bus, Truck with Trailer

Type 5 – 2 Axle Single Unit

Type 6 – 3 Axle Single Unit

Type 7 – 4+ Axle Single Unit

The Contractor will provide a mileage rate multiplier that will be used to calculate the Contractor's total reimbursable mileage rate for this contract.

Formula used to calculate total reimbursable mileage rate:

$$(Current\ Mileage\ Rate) \times (Mileage\ Rate\ Multiplier) = (Reimbursable\ Contract\ Mileage\ Rate)$$

Example: \$.585 x 2.00 = \$1.17 is the reimbursable mileage rate

The current mileage rate can be found on the State of Minnesota Commissioner's Plan, posted on the Office of State Procurement (OSP) website: <http://www.mmd.admin.state.mn.us/commissionersplan.htm>.

State of Minnesota Commissioner's Plan mileage rate will be adjusted annually, but the mileage rate multiplier will not be allowed to increase over the life of the Contract. However, if the Contractor wishes to decrease the

multiplier, the State will accept this by executing a Contract Amendment and the decrease must be offered to all users of the Contract.

**1.10 Mobilization.** The mobilization rate provided on the Price Schedule includes costs to mobilize personnel and equipment to the project site including set-up and tear-down. The State will pay only one mobilization charge per project.

Any mobilization or mileage costs exceeding the quote amount agreed upon must be approved in writing by the ordering entity before being charged.

**1.11 Travel.** Only expenses detailed on the Price Schedule or per the State of Minnesota Commissioner's Plan will be allowed under the Contract. Any agreed upon charges for travel mileage rates, lodging, and meal expenses are per the current State of Minnesota Commissioner's Plan, posted to the Office of State Procurement (OSP) website: <http://www.mmd.admin.state.mn.us/commissionersplan.htm>.

Per Diem costs for meals may be charged for a project but require prior written approval from the ordering entity. Per Diem for meals must be estimated and included as part of the quote. The State is to be billed at the actual cost or the maximum reimbursement amount, whichever is less. The State may require receipts for any meal reimbursement requested by the Contractor under the provisions of the Contract.

The State will pay mileage to and from the work site from the Contractor's closest dispatch center/service location. The State reserves the right to use Google Maps™ to determine mileage. The State will not pay any mileage, labor costs, or any overtime associated with travel to pick up materials.

Alternative to mileage costs, the State will pay for lodging costs at hotel and motel accommodations that are reasonable and consistent with the lodging facilities available in the area of the project. A lodging cost may not be charged on the same day mileage costs are charged. The decision to apply a mileage cost or lodging cost on a particular day of the project must be made at the time of issuing a quote and agreed upon by the ordering entity. Any mileage or lodging costs exceeding the quote amount agreed upon must be approved in writing by the ordering entity before being charged.

**1.12 DEFINITIONS FOR USE WHEN PROVIDING PRICING.** All times listed are Central Time.

**A. Regular Time**

- Monday through Friday: 7:00 a.m. through 5:30 p.m.

**B. Non-Regular Time**

- Monday through Thursday: 5:31 p.m. through 6:59 a.m.
- 5:31 p.m. (Friday) through 6:59 a.m. (Monday) and State Designated Holidays.
- The following days are defined as State Designated Holidays:

New Year's Day  
President's Day  
Independence Day  
Veteran's Day  
Day after Thanksgiving

Martin Luther King Jr. Day  
Memorial Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**2. Price Schedule(s).**

The following price schedule(s) are hereby attached and incorporated into this Exhibit D as follows:

2.1 Exhibit D Price Schedule, which includes price lists and catalogs which are incorporated by reference and kept on file at the Minnesota Department of Administration Office of State Procurement.

**3. Prompt Payment Terms.** Contractor's payment terms are Net 30.

**Exhibit D – Price Schedule**  
**Park and Playground Equipment and Installation**

**SECTION #1 – EQUIPMENT CATEGORIES & DISCOUNT OFF LIST PRICING**

Contractor: \_\_Landscape Structures Inc & Flagship Recreation Inc\_\_

**PARK AND PLAYGROUND EQUIPMENT CATEGORIES:**

- 1) Playground Equipment shall be for all ages, at a minimum 2-5 years old, and shall include, but not limited to, complete playground systems, playground system components, freestanding play products and sports and fitness activities.
- 2) Playground Equipment shall be for all ages, at a minimum 5-12 years old, and shall include, but not limited to, complete playground systems, playground system components, freestanding play products and sports and fitness activities.
- 3) Site Furnishings shall include, but not limited to, picnic tables, benches, park grilles, trash receptacles, bike racks, and other related site furnishings available from the responder.
- 4) Surfacing Materials for playgrounds shall include, but limited to, loose-fill, synthetic turfs, resilient tiles and other related materials available from the responder.
- 5) Related Products to Park Equipment shall include, but not limited to, shade structures, flag poles, archery bails, skate parks, and other related products available from the responder.

**Please reference the Contract and Exhibits:**

- **Exhibit C, Specifications, Duties, and Scope of Work, Division 11 68 13 Park and Play Equipment and Installation and Nature Play Equipment and Nature Play Areas**
- **Exhibit D, Item 1.1, titled Discount-off List Pricing**

EQUIPMENT CATEGORIES	BRAND	DISCOUNT OFF LIST (%)	VOLUME DISCOUNT & LIMITS	CATALOG DATE OR NUMBER	% OF POST CONSUMER RECYCLED CONTENT	LIST ALL ASTM, IPEMA, FEDERAL, STATE, LOCAL STANDARDS, REGULATIONS & GUIDELINES THE EQUIPMENT MEETS FOR EACH CATEGORY & BRAND
Playground Equipment for 2-5 years old, to include, but not limited to, complete playground systems, playground system	Landscape Structures Inc.	6% on LSI equipment orders up to \$80,000	8% on LSI equipment orders over \$80,000	• Landscape Structures Inc. Playground Equipment Catalog	Varies by product purchased Information is available upon request	ASTM F1487 CPSC ADA Standard for Accessible Design IPEMA

<b>EQUIPMENT CATEGORIES</b>	<b>BRAND</b>	<b>DISCOUNT OFF LIST (%)</b>	<b>VOLUME DISCOUNT &amp; LIMITS</b>	<b>CATALOG DATE OR NUMBER</b>	<b>% OF POST CONSUMER RECYCLED CONTENT</b>	<b>LIST ALL ASTM, IPEMA, FEDERAL, STATE, LOCAL STANDARDS, REGULATIONS &amp; GUIDELINES THE EQUIPMENT MEETS FOR EACH CATEGORY &amp; BRAND</b>
components, freestanding play products and sports and fitness activities				<ul style="list-style-type: none"> <li>• Landscape Structures Inc. Early Childhood Catalog</li> <li>• Landscape Structures Inc. PlaySense Catalog</li> </ul>		
Playground Equipment for 5-12 years old, to include, but not limited to, complete playground systems, playground system components, freestanding play products and sports and fitness activities	Landscape Structures Inc.	6% on LSI equipment orders up to \$80,000	8% on LSI equipment orders over \$80,000	<ul style="list-style-type: none"> <li>• Landscape Structures Inc. Playground Equipment Catalog</li> <li>• Landscape Structures Inc. PlaySense Catalog</li> </ul>	Varies by product purchased Information is available upon request	ASTM F1487 CPSC ADA Standard for Accessible Design IPEMA
Site Furnishings to include, but not limited to, picnic tables, benches, trash receptacles, bike racks, and other related site furnishings	Landscape Structures Inc.	6% on LSI equipment orders up to \$80,000	8% on LSI equipment orders over \$80,000	Landscape Structures Inc. Playground Equipment Catalog	Varies by product purchased Information is available upon request	N/A
Physical Fitness Obstacle Course	Landscape Structures Inc.	6% on LSI equipment orders up to \$80,000	8% on LSI equipment orders over \$80,000	Landscape Structures Inc. Playground Equipment Catalog	Varies by product purchased Information is available upon request	N/A
Shade	Landscape Structures Inc.	6% on LSI equipment orders up to \$80,000	8% on LSI equipment orders over \$80,000	Skyways and CoolToppers Shade Products Catalog	Varies by product purchased Information is available upon request	N/A
Park Tables and Seating Furniture	Dumor	2%	N/A	Dumor Site Furnishings	Varies by product Purchased information	N/A

<b>EQUIPMENT CATEGORIES</b>	<b>BRAND</b>	<b>DISCOUNT OFF LIST (%)</b>	<b>VOLUME DISCOUNT &amp; LIMITS</b>	<b>CATALOG DATE OR NUMBER</b>	<b>% OF POST CONSUMER RECYCLED CONTENT</b>	<b>LIST ALL ASTM, IPEMA, FEDERAL, STATE, LOCAL STANDARDS, REGULATIONS &amp; GUIDELINES THE EQUIPMENT MEETS FOR EACH CATEGORY &amp; BRAND</b>
					is available upon request	
Waste Receptacles	Dumor	2%	N/A	Dumor Site Furnishings	Varies by product Purchased information is available upon request	N/A
Bike Racks	Dumor	2%	N/A	Dumor Site Furnishings	Varies by product Purchased information is available upon request	N/A
Basketball Backstop & Dugouts	Various Brands sold via Athletic Connections	10%	N/A	Athletic Connections	Varies by product Purchased information is available upon request	N/A
Soccer Goals	Various Brands sold via Athletic Connections	10%	N/A	Athletic Connections	Varies by product Purchased information is available upon request	N/A
Basketball Hoops/Backboards	Various Brands sold via Athletic Connections	10%	N/A	Athletic Connections	Varies by product Purchased information is available upon request	N/A
Tennis & Volleyball Nets	Various Brands sold via Athletic Connections	10%	N/A	Athletic Connections	Varies by product Purchased information	N/A

<b>EQUIPMENT CATEGORIES</b>	<b>BRAND</b>	<b>DISCOUNT OFF LIST (%)</b>	<b>VOLUME DISCOUNT &amp; LIMITS</b>	<b>CATALOG DATE OR NUMBER</b>	<b>% OF POST CONSUMER RECYCLED CONTENT</b>	<b>LIST ALL ASTM, IPEMA, FEDERAL, STATE, LOCAL STANDARDS, REGULATIONS &amp; GUIDELINES THE EQUIPMENT MEETS FOR EACH CATEGORY &amp; BRAND</b>
					is available upon request	
Line Markers	Various Brands sold via Athletic Connections	10%	N/A	Athletic Connections	Varies by product Purchased information	N/A
Basketball Backstop & Dugouts	Bison Inc.	5%	N/A	Bison Inc.	Varies by product Purchased information is available upon request	N/A
Soccer & Field Sport Goals	Bison Inc.	5%	N/A	Bison Inc.	Varies by product Purchased information is available upon request	N/A
Basketball Hoops/Backboards	Bison Inc.	5%	N/A	Bison Inc.	Varies by product Purchased information is available upon request	N/A
Tennis, Volleyball & Pickleball Nets	Bison Inc.	5%	N/A	Bison Inc.	Varies by product Purchased information is available upon request	N/A
Bleachers & Benches	Bison Inc.	5%	N/A	Bison Inc.	Varies by product Purchased information is available upon request	N/A

<b>EQUIPMENT CATEGORIES</b>	<b>BRAND</b>	<b>DISCOUNT OFF LIST (%)</b>	<b>VOLUME DISCOUNT &amp; LIMITS</b>	<b>CATALOG DATE OR NUMBER</b>	<b>% OF POST CONSUMER RECYCLED CONTENT</b>	<b>LIST ALL ASTM, IPEMA, FEDERAL, STATE, LOCAL STANDARDS, REGULATIONS &amp; GUIDELINES THE EQUIPMENT MEETS FOR EACH CATEGORY &amp; BRAND</b>
Steel Shelters, Arbors, Gazebos	ICON Shelter Systems Inc	5%	N/A	ICON Shelter Systems Inc.	Varies by product Purchased information	N/A
Portable Athletic Fencing	Sportafence	N/A	5% on orders over \$100,000	Sportafence Holdings Inc.	Varies by product Purchased information	N/A
Plastic Playground Border	Action Play Systems (APS)	5%	N/A	Action Play Systems LLC	Varies by product Purchased information	N/A
Plastic ADA Ramps	Action Play Systems (APS)	5%	N/A	Action Play Systems LLC	Varies by product Purchased information	N/A
Rubber Wear Mats	Action Play Systems (APS)	5%	N/A	Action Play Systems LLC	Varies by product Purchased information	N/A
Plastic Gaga Pit Border	Action Play Systems (APS)	5%	N/A	Action Play Systems LLC	Varies by product Purchased information	N/A
Coach Cliff's Gaga Ball Borders	Coach Cliff's	5%	N/A	Coach Cliff's Gaga Pits LLC	Varies by product Purchased information	N/A
Park Benches & Tables	Various Brands sold via Kay Park Recreation	2%	N/A	Kay Park Recreation Corporation	Varies by product Purchased information	N/A
Bike Storage & Racks	Various Brands sold via Kay Park Recreation	2%	N/A	Kay Park Recreation Corporation	Varies by product Purchased information	N/A
Bleachers	Various Brands sold via Kay Park Recreation	2%	N/A	Kay Park Recreation Corporation	Varies by product Purchased information	N/A



<b>EQUIPMENT CATEGORIES</b>	<b>BRAND</b>	<b>DISCOUNT OFF LIST (%)</b>	<b>VOLUME DISCOUNT &amp; LIMITS</b>	<b>CATALOG DATE OR NUMBER</b>	<b>% OF POST CONSUMER RECYCLED CONTENT</b>	<b>LIST ALL ASTM, IPEMA, FEDERAL, STATE, LOCAL STANDARDS, REGULATIONS &amp; GUIDELINES THE EQUIPMENT MEETS FOR EACH CATEGORY &amp; BRAND</b>
Concrete Site Amenities	Various Brands sold via Kay Park Recreation	2%	N/A	Kay Park Recreation Corporation	Varies by product Purchased information	N/A
Dog Park Equipment	Various Brands sold via Kay Park Recreation	2%	N/A	Kay Park Recreation Corporation	Varies by product Purchased information	N/A
Park Grills & Fire Rings	Various Brands sold via Kay Park Recreation	2%	N/A	Kay Park Recreation Corporation	Varies by product Purchased information	N/A
Park Umbrellas	Various Brands sold via Kay Park Recreation	2%	N/A	Kay Park Recreation Corporation	Varies by product Purchased information	N/A
Basketball Hoops/Backboards	First Team (Mfg in USA)	2%	N/A	First Team Inc.	Varies by product Purchased information is available upon request	N/A
Tennis, Volleyball & Pickleball Nets	First Team (Mfg in USA)	2%	N/A	First Team Inc.	Varies by product Purchased information is available upon request	N/A
Bleachers & Benches	First Team (Mfg in USA)	2%	N/A	First Team Inc.	Varies by product Purchased information is available upon request	N/A
Rubber Safety Mats	Pierceton Rubber Products Inc.	N/A	N/A	Pierceton Rubber Products Inc.	Varies by product Purchased information	N/A

EQUIPMENT CATEGORIES	BRAND	DISCOUNT OFF LIST (%)	VOLUME DISCOUNT & LIMITS	CATALOG DATE OR NUMBER	% OF POST CONSUMER RECYCLED CONTENT	LIST ALL ASTM, IPEMA, FEDERAL, STATE, LOCAL STANDARDS, REGULATIONS & GUIDELINES THE EQUIPMENT MEETS FOR EACH CATEGORY & BRAND
Certified Engineered Wood Fiber (EWF)	Sylva	N/A	N/A	Sylva Corporation Inc.	Varies by product Purchased information	N/A

**SECTION #2 – INSTALLATION SERVICES, SURFACING AND LABOR PRICING**

**State Regions:** The following is a list of Regions and the Counties located within the Region. For a map of the 10 Regions go to the following link:  
<http://workplace.doli.state.mn.us/prevwage/highway.php>.

**Check the box for each Region that the proposed pricing on this Price Schedule will apply to.**

<u>Regions</u>	<u>Counties within the Region</u>
<input checked="" type="checkbox"/> 1	Carlton, Cook, Itasca, Koochiching, Lake, Pine, and St. Louis
<input checked="" type="checkbox"/> 2	Beltrami, Clearwater, Hubbard, Kittson, Lake of the Woods, Marshall, Norman, Pennington, Polk, Red Lake, and Roseau
<input checked="" type="checkbox"/> 3	Aitkin, Cass, Crow Wing, Kanabec, Mille Lacs, Morrison, Todd, and Wadena
<input checked="" type="checkbox"/> 4	Becker, Big Stone, Clay, Douglas, Grant, Mahnomen, Ottertail, Pope, Stevens, Swift, Traverse, and Wilkin
<input checked="" type="checkbox"/> 5	Benton, Isanti, Sherburne, Stearns, and Wright
<input checked="" type="checkbox"/> 6	Dodge, Fillmore, Freeborn, Goodhue, Houston, Mower, Olmsted, Rice, Steele, Wabasha, and Winona
<input checked="" type="checkbox"/> 7	Blue Earth, Faribault, LeSueur, Nicollet, Sibley, and Waseca
<input checked="" type="checkbox"/> 8	Chippewa, Kandiyohi, Lac Qui Parle, Lincoln, Lyon, McLeod, Meeker, Murray, Pipestone, Redwood, Renville, and Yellow Medicine
<input checked="" type="checkbox"/> 9	Anoka, Carver, Chisago, Dakota, Hennepin, Ramsey, Scott, and Washington
<input checked="" type="checkbox"/> 10	Brown, Cottonwood, Jackson, Martin, Nobles, Rock, and Watonwan

**Installation:**

The Equipment Installation Percentage rate shall be calculated based on the retail list price of equipment then the discount off list applied for the actual cost of equipment multiplied by the Installation rate percentage. Example: \$100,000 retail list price x 6% (discount off list) = \$94,000 (actual cost of equipment) x Installation rate percentage (Installation Rate percentage example 15%) 15% = \$14,100 price for equipment installation.

Installation rates shall not include site preparation and development, offloading equipment, storage, security, mobilization, mileage, per diem, bonds or permits. Installation rates shall assume installation site is fully prepared, level, and accessible.

Contract and Exhibits Reference	Equipment Installation percentage rates shall be based on the total actual cost of the equipment.	Equipment Cost \$0 - \$75,000	Equipment Cost \$75,001 - \$150,000	Equipment Cost \$150,001 - Over
Exhibit D: Pricing, item no. 1.3 & Exhibit C: Specifications, Duties, and Scope of Work, Div. 11 68 13	Equipment Installation Percentage rate (not to exceed)	NTE 51%	NTE 51%%	NTE 51%
Exhibit C: Specifications, Duties, and Scope of Work, Division 02 41 00	Site Demolition: Removal & Disposal of existing equipment, footings, surfacing materials, etc.	Project Specific – Quote per project		

Contract and Exhibits Reference	Item/Description	Units	Price
Exhibit D: Pricing, item no. 1.10	Mobilization per project	Lump Sum	\$750.00
Exhibit D: Pricing, item no. 1.9	Mileage (based on current Commissioner's Plan)	Passenger per mile	Current rate is \$.585
Exhibit D: Pricing, item no. 1.9	Mileage (based on current Commissioner's Plan rate of .585 x multiplier)	Single Unit Vehicle Multiplier	Multiplier: <u>NA</u>
Exhibit D: Pricing, item no. 1.11	Per Diem (based on current Commissioner's Plan)	Based on current Commissioner's Plan Rates	

**SURFACING:**

**For the surfacing materials indicate if the offered price includes Material and Installation or Installation only. Pricing which indicates installation only shall have included the surfacing materials within Section 1 above.**

Contract and Exhibits Reference	Item/Description		Units	Price	Volume Discount and Limits
Exhibit C: Specifications, Duties, and Scope of Work, Division 32 18 00	Engineered Wood Fiber (certified)	<input checked="" type="checkbox"/> Material & Installation <input type="checkbox"/> Installation only	CY	\$45.00	By request
Exhibit C: Specifications, Duties, and Scope of Work, Division 32 18 00	Engineered Rubber Loose Fill	<input checked="" type="checkbox"/> Material & Installation <input type="checkbox"/> Installation only	CY	Project Specific – Quoted per project	By request

Exhibit C: Specifications, Duties, and Scope of Work, Division 32 18 00	Rubberized Mat Tiles	<input type="checkbox"/> Material & Installation <input checked="" type="checkbox"/> Installation only	EA	cost plus	By request
Exhibit C: Specifications, Duties, and Scope of Work, Division 32 18 00	Poured-in-place rubber surfacing	<input checked="" type="checkbox"/> Material & Installation <input type="checkbox"/> Installation only	SF	Project Specific – Quoted per project	By request
Exhibit C: Specifications, Duties, and Scope of Work, Division 32 18 00	Play Sand (cleaned & washed)	<input checked="" type="checkbox"/> Material & Installation <input type="checkbox"/> Installation only	CY	\$90.00	By request
<b>Responders are encouraged to provide additional surfacing materials and corresponding pricing offered. List Item/Description (Material Only or Material and Installation) and pricing below.</b>					
	Artificial Turf	<input checked="" type="checkbox"/> Material & Installation <input type="checkbox"/> Installation only	SF	Project Specific – Quoted per project	By request
	Engineered Wood Fiber (certified)	Material Only	CY	\$20	By request

**LABOR RATES:**

**Certified Playground Safety Inspector:** The responder shall have the capability to provide a Certified Playground Safety Inspector (CPSI) to provide a final inspection of the equipment installation and to certify in writing to the Owner or Owner's Representative that the equipment installation meets the manufacturer's and industry's installation requirements.

Please refer to the Sample Contract and Exhibits, Exhibit D: Pricing, item no. 1.4 titled Labor.

**Definitions of Labor Rates Hours:**

Weekday Daytime Hours: Monday through Friday 7:00 a.m. through 5:30 p.m.  
 Weekday Evening Hours: Monday through Friday 5:31 p.m. through 6:59 p.m.  
 Weekends and Holiday Hours: 5:31 p.m. Friday through 6:59 a.m. Monday and State Designated Holidays

Hourly Labor Rates	Weekday Hourly Price	Weekday Evening Hourly Price	Weekend and State Holiday Hourly Price
Certified Playground Safety Inspector (CPSI)	\$175.00	\$175.00	\$200.00
Installation Supervisor	\$200.00	\$200.00	\$250.00
Carpenter/Installer	\$140.00	\$140.00	\$200.00
Laborer	\$125.00	\$125.00	\$175.00
Other: (Provide type of Labor)	\$	\$	\$

**COST-PLUS**

Cost is defined as the actual cost the Contractor pays the supplier for good/services or materials the State or CPV Member orders, minus any applicable taxes. Only cost specifically detailed in the billing statement, quote, and/or invoice from the supplier will be subject to the not to exceed cost plus percentage mark-up detailed on Contract. Quotes must include the Contractors cost of the product including applicable tax and shipping. The percentage mark-up must only be applied to the actual cost of the product and services. The not to exceed cost-plus percentage mark-up must be itemized on the quote.

Cost-Plus / Mark-up	Unit –Percentage	20%
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**SECTION #3 – ADDITIONAL ITEMS, EQUIPMENT, TASKS, OR ACTIVITIES OFFERED.****ADDITIONAL ITEMS**

<b>Description of product or services offered</b>	<b>Unit of Measure</b>	<b>List Price</b>	<b>Category Discount</b>	<b>Net Price or Unit Price</b>	<b>Comments</b>
Play area planning – including landform design and grading plans	NA	Project Specific-Quoted per project	5%	Quote minus 5% Discount	Prices vary by service and will be quoted based on customer
Marketing and Fundraising (event support, videos, websites, portfolios, etc.)	NA	Project Specific-Quoted per project	5%	Quote minus 5% Discount	Prices vary by service and will be quoted based on customer specifications
Audit/Inspection by a Certified Playground Safety Inspector (CPSI).	NA	Project Specific-Quoted per project	5%	Quote minus 5% Discount	Prices vary by service and will be quoted based on customer specifications
Playground Maintenance NA	NA	Project Specific-Quoted per project	5%	Quote minus 5% Discount	Prices vary by service and will be quoted based on customer specifications
Landscape Structures Custom Products	EA	Project Specific-Quoted per project	5%	Quote minus 5% Discount	Prices vary by service and will be quoted based on customer specifications
Landscape Structures Aquatix Features	EA	Landscape Structures Aquatix Features Price List	5%	Price List minus 5%	
Landscape Structures Aquatix Mechanicals & Design	EA	Landscape Structures Mechanicals & Design Price List	NA	Landscape Structures Mechanicals & Design Price List	Mechanicals & Design are based on a not-to-exceed price determined by System Type and Size
6' Temporary construction grade chain link fencing with one gate and lock	LF	Project Specific-Quoted per project	NA	\$12.00	
Site Demolition: Miscellaneous removals	TON	Project Specific-Quoted per project	NA	Project Specific-Quoted per project	

Sawcut existing concrete	LF	Project Specific- Quoted per project	NA	\$75.00	
Sawcut existing bituminous	LF	Project Specific- Quoted per project	NA	\$35.00	
10 CY Dumpster	EACH	Project Specific- Quoted per project	NA	\$450.00	
20 CY Dumpster	EACH	Project Specific- Quoted per project	NA	\$500.00	
30 CY Dumpster	EACH	Project Specific- Quoted per project	NA	\$750.00	
Sitework & General Playground Excavation	EACH	Project Specific- Quoted per project	NA	Project Specific- Quoted per project	
2" Concrete Subbase Flatwork	SqFt	Project Specific- Quoted per project	NA	Project Specific- Quoted per project	
4" Concrete Flatwork	SqFt	Project Specific- Quoted per project	NA	Project Specific- Quoted per project	
6" Concrete Flatwork	SqFt	Project Specific- Quoted per project	NA	Project Specific- Quoted per project	
4' wide Flatwork with thickened Edge (15")	SqFt	Project Specific- Quoted per project	NA	Project Specific- Quoted per project	
4' wide Flatwork with thickened Edge (12")	SqFt	Project Specific- Quoted per project	NA	Project Specific- Quoted per project	
*15" Curb Straight (6" wide)	LF	Project Specific- Quoted per project	NA	Project Specific- Quoted per project	
*15" Curb Curved (6" wide)	LF	Project Specific- Quoted per project	NA	Project Specific- Quoted per project	
*15" Curb Straight (8" wide)	LF	Project Specific- Quoted per project	NA	Project Specific- Quoted per project	
*15" Curb Curved (8" wide)	LF	Project Specific- Quoted per project	NA	Project Specific- Quoted per project	
*12" Curb Straight (6" wide)	LF	Project Specific- Quoted per project	NA	Project Specific- Quoted per project	
*12" Curb Curved (6" wide)	LF	Project Specific- Quoted per project	NA	Project Specific- Quoted per project	
12" Curb Straight (8" wide)	LF	Project Specific- Quoted per project	NA	Project Specific- Quoted per project	
12" Curb Curved (8" wide)	LF	Project Specific- Quoted per project	NA	Project Specific- Quoted per project	
*8" Curb Straight (6"wide)	LF	Project Specific- Quoted per project	NA	Project Specific- Quoted per project	



*8" Curb Curved (6" wide)	LF	Project Specific- Quoted per project	NA	Project Specific- Quoted per project	
8" Curb Straight (8" wide)	LF	Project Specific- Quoted per project	NA	Project Specific- Quoted per project	
8" Curb Curved (8" wide)	LF	Project Specific- Quoted per project	NA	Project Specific- Quoted per project	
12" Biolog Barrier/Sediment Control	LF	Project Specific- Quoted per project	NA	Project Specific- Quoted per project	
30" Silt Fencing	LF	Project Specific- Quoted per project	NA	Project Specific- Quoted per project	
Turf Seed & Straw Blanket	SqFt	Project Specific- Quoted per project	NA	Project Specific- Quoted per project	
Geotextile Fabric & Install	SqFt	Project Specific- Quoted per project	NA	Project Specific- Quoted per project	

**Exhibit D, Supplement 1  
Sample Invoice and Quote**

Attached is a sample invoice and quote.

Contractor is required to use the sample quote and sample invoice for all transactions under this Contract. Contractor may not materially change either document unless the change has been approved in writing by the State's Authorized Representative. Contractor may not modify the sample quote or sample invoice to provide less detail regarding purchases under this Contract. Contractor hereby waives the right to enforce any term in either sample which contradicts or modifies any term of the solicitation or any Contract that may result, including subsequent amendments to the Contract, or would result in an unencumbered expense if enforced against the state or its CPV members.

The State anticipates the sample quote will contain, at a minimum:

- Customer name
- State Contract number field
- Design CAD drawings
- Estimated timeline or number of days to complete the work
- Part number
- List price of equipment
- Price after discount (Price after cost plus markup)
- Subtotal for equipment
- Itemized installation cost
- Local and State Taxes
- Freight/Delivery Cost (actual cost)
- Payment and performance bond cost (actual cost) if quote exceeds \$100,000.00 for furnish and installation
- Any additional insurance cost (actual cost) for Builder's Risk
- Mobilization/mileage
- Permit fee (if applicable)
- Per diem cost
- Total price
- Quote number

The State anticipates the sample invoice will contain, at a minimum:

- Customer name
- State Contract number field
- Part number
- List price of equipment
- Price after discount (price after cost plus markup)
- Subtotal for equipment
- Itemized installation cost
- Local and State Taxes
- Freight/Delivery Cost (actual cost)
- Payment and performance bond cost (actual cost) if quote exceeds \$100,000.00 for furnish and installation

- Any additional insurance cost (actual cost) for Builder's Risk
- Mobilization/mileage
- Permit fee (if applicable)
- Per diem cost
- Total price
- Purchase Order number
- Quote number
- Delivery date
- Date of installation provided



Flagship Recreation  
11123 Upper 33rd Street North  
Lake Elmo, MN 55042

Phone # 763-550-7860

Bill To

CITY OF BROOKLYN CENTER  
6844 Shingle Creek Pkwy  
BROOKLYN CENTER, MN 55430

# Invoice

Date 6/27/2022

Invoice # F9600

Contract Number 218091

Ship To

Centennial Park West  
6254 Brooklyn Drive  
Brooklyn Center, MN 55430

Quantity	Item	Description	Price Each	Total Amount
1	Mobilization	Mobilization	500.00	500.00T
1	DISPOSAL	Dumpster - 30 Yard	525.00	525.00T
4,901	SITEWORK	Site Work - Excavation & Site Grading including: - Excavation 12" below top of curb - Final Grading of container - Demo / Removal of existing playground equipment by owner	1.64125	8,043.77T
51	CONCRETE	ADA Accessible Concrete ramp into container (material & installation)	12.6251	643.88T
1	INSTALLATION	Installation by Landscape Structures Certified Installers	15,643.10	15,643.10T
4,901	FABRIC	Geo Textile Fabric (SF) (material & installation)	0.37875	1,856.25T
227	WOODFIBER	Engineered Wood Fiber (CY) - IPEMA Certified Playground Surfacing (material & installation)	40.40	9,170.80T
Estimated Days to Complete: 5-7 Days				
Thank you for your order!			<b>Subtotal</b>	\$36,382.80

**Sales Tax (0.0%)** \$0.00

**Total** \$36,382.80

**Deposit** \$0.00

**Balance Due** \$36,382.80

Terms - Net 30 days 1.5% finance charge on remaining balance

Date 6/27/2022  
 Expires 8/16/2022  
 Quote: Centennial Park West  
 Contact: Director/Owner  
 Phone: Phone #  
 Email: [email address](#)  
 Contract Number 218091

**Ship To:****Please Make PO's & Contracts Out To:**

Centennial Park West 6254 Brooklyn Drive Brooklyn Center, MN 55430	Flagship Recreation 11123 Upper 33rd St. N Lake Elmo, MN 55042
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**Bill To:****Please Remit Payment To:**

City of Brooklyn Center 6301 Shingle Creek Parkway Brooklyn Center, MN 55430	Flagship Recreation 11123 Upper 33rd St. N Lake Elmo, MN 55042
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*We are pleased to submit this proposal to supply the following products/services:*

QTY	ITEM #	Description	UNIT PRICE	EXT. PRICE
1		<b>Design ABC Rev X (ex: Design 546.3)</b> Installation by Landscape Structures		\$15,643.10
		Certified Installers		
1		Dumpster - 30 Yard		\$525.00
4901		Site Work - Excavation & Site Grading including:		\$8,043.77
		- Excavation 12" Below Top of Curb		
		-Final grading of container		
		*Demo/removal of existing playground equipment by owner		
51		ADA accessible concrete ramp into container (material & installation)		\$643.88

4,901		Geo Textile Fabric (Sq. Ft.) (material & installation)		\$1,856.25
227		Engineered Wood Fiber (CY) - IPEMA Certified Playground Surfacing		\$9,170.80
		(material & installation)		
		Estimated Days to Complete: 5-7 days		
			Subtotal	\$35,882.80
			Freight	\$0.00
			Sales Tax	Tax Exempt Cert
			Total	\$35,882.80

Quotes from Flagship Recreation. are subject to current Landscape Structures, Inc. policies as well as Terms & Conditions, Inclusions & Exclusions outlined below unless noted otherwise on this quote. Changes are subject to price adjustment. Sales tax, if applicable, will be applied unless a tax-exempt certificate is provided at the time of order entry. Customer deposits, if required, must be received before orders will be entered & installation scheduled. Purchases in excess of \$1,000.00 must be supported by a formal Purchase Order made out to Flagship Recreation

**Minnesota State Contract #119795****\*Terms: Net 30 days; 1.5% finance charge on balances over 30 days**

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**Terms & Conditions**

**Contract:** Seller's Copy of signed quote represents the contract between Seller and Buyer. Any changes to this contract are not binding unless jointly agreed in writing via Change Order.

**Project Scope (This Section For Quotes Including Installation)**

Inclusions:

- One Mobilization
- Accepting & Unloading of Order Prior to Installation
- Unpacking of Play Equipment
- Assembly of Play Equipment
- Public Utility Locates
- Placing, Digging or Surface Mounting Equipment (As Specified)
- Concrete for Play Equipment Footings
- Standard Insurance Offer (Detail Provided Upon Request)
- Standard Warranty Offer (Detail Provided Upon Request)
- Standard Wage Rates (Unless Specified as Prevailing Wage Rate)
- Diverse Spend Reporting (Where Applicable)

**Exclusions (Unless Specifically Quoted):**

- Storage or Security of Equipment
- Private Utility Locates (irrigation, low voltage, lighting, etc.)
- Additional Labor Due to Site Access. Require 8' Wide Clearance from Staging Area to Play Space.
- Additional Labor and/or Related Costs Due to Subsurface Conditions (Rock, Hardpan, Heavy Clay, Ground Water, etc.)
- Additional Labor and/or Related Costs Due to Working in Unstable Soils (Sand, Pea Rock, Mud, Poor Site Drainage, etc.)
- Offsite Removal of Spoils From Footing Holes or Other Excavation. Can be stockpiled for owner removal or left in play space
- Disposal of Packing Material. Can be Stockpiled for Owner Removal or Deposited in Owners Onsite Dumpster
- Removal of Existing Play Equipment, Border or Safety Surfacing Material
- Site Work of Any Kind. Exclusions include, site grading (owner to provide max slope of 1%), site restoration, drainage, etc.
- Border for Play Space
- Rental of any specialty equipment required (ex: Lifts, Lulls, etc)
- Poured in Place Surfacing Security
- Bonding of Any Type
- Permits of Any Kind

**Acceptance of Quotation:**

<b>Accepted By (Print)</b> XYZ	<b>PO#:</b>
<b>Signature:</b>	<b>Email:</b> XYZ
<b>Title:</b>	<b>Phone:</b>
<b>Date:</b>	<b>Purchase Amount:</b> \$35,882.80



Invoice **INV-113136**

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**Bill To:** C081662**Ship To:** C081662

Customer Name  
Attn: Accounts Payable  
Customer Address  
Any Town, MN 55555  
USA

Customer Name  
Customer Address  
Any Town, MN 55555 USA

Contract Number 218091

**Project ID** P0135164-01  
**Dealer** 300 Flagship Recreation  
**Ship Via** Truckload  
**Freight Terms** 3rd Party Bill  
**Project Name** Centennial West Park

**Customer Order** PO# 0001+3  
**Invoice Date** 05/10/2022  
**Payment Terms** Net 30 Days  
**Cash Discount Terms**

**Order Comments** MN State Contract #12345  
Mark For - Centennial Park West/Quote #  
Delivery will be 1-3 days from invoice date  
Installation will follow delivery

Line	P & M Code	Item #	Description	Product Line	Quantity	Unit of Measure
1.0	A	111685	PLAYBOOSTER PLAYGROUND	50	1.00	EA
			PLAYBOOSTER PLAYGROUND			
2.0	A	193173	TightRope Bridge	50	1.00	EA
			Description: TightRope Bridge Ground Level, Clamps/Ball Connectors: 419 Peacock, Play Components: 419 Peacock, Slides/Tunnels/Gliders/E-Pods@: 421 Lagoon			
3.0	A	150975	Cascade Climber DB Only	50	1.00	EA
			Description: Cascade Climber 72"Dk DB Only, Posts/Arches: 414 Carbon, Clamps/Ball Connectors: 419 Peacock, Primary Permalene: 817 Recycled Limon/Black, Secondary Permalene: 866 Recycled Gray/Black, Tertiary Permalene: 817 Recycled Limon/Black, Barriers/Ladders/Benches: 166 Gray			
4.0	A	202625	PB Crest Climber w/Permalene Handholds	50	1.00	EA
			Description: PB Crest Climber w/Permalene Handholds, Clamps/Ball Connectors: 419 Peacock, Play Components: 419 Peacock, Primary Permalene: 817 Recycled Limon/Black, Cables: 005 Black			
5.0	A	152907	Deck Link w/Barriers	50	1.00	EA
			Description: 2 Steps, Clamps/Ball Connectors: 419 Peacock, Barriers/Ladders/Benches: 166 Gray, Decks/Step Ladders: 166 Gray, Primary Panels: 317 Limon			
6.0	A	152911	Curved Transfer Module	50	1.00	EA
			Description: Curved Transfer Module Right 48"Dk DB, Posts/Arches: 414 Carbon, Clamps/Ball Connectors: 419 Peacock, Primary Permalene: 817 Recycled Limon/Black, Barriers/Ladders/Benches: 166 Gray, Decks/Step Ladders: 166 Gray			
7.0	A	111228	Square Tenderdeck	50	1.00	EA
			Description: Square Tenderdeck, Clamps/Ball Connectors: 419 Peacock, Decks/Step Ladders: 166 Gray			
8.0	A	111231	Triangular Tenderdeck	50	1.00	EA
			Description: Triangular Tenderdeck, Clamps/Ball Connectors: 419 Peacock, Decks/Step Ladders: 166 Gray			
9.0	A	193168	Netplex 7-Post DB Only	50	1.00	EA
			Description: Netplex 7-Post No Roof, Posts/Arches: 414 Carbon, Roofs: 421 Lagoon			

Continued on next page

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<i>Line</i>	<i>P &amp; M Code</i>	<i>Item #</i>	<i>Description</i>	<i>Product Line</i>	<i>Quantity</i>	<i>Unit of Measure</i>
10.0	A	193175	<b>Skyport Climber DB Only</b> Description: Skyport Climber for 7-Post Mainstructure DB Only, Clamps/Ball Connectors: 419 Peacock, Cables: 005 Black	50	1.00	EA
11.0	A	166809	<b>E-Pod Seat</b> Description: E-Pod Seat, Clamps/Ball Connectors: 419 Peacock, Slides/Tunnels/Gliders/E-Pods®: 421 Lagoon	50	1.00	EA
12.0	A	184489	<b>Overhead Trekker Ladder</b> Description: Overhead Trekker Ladder w/o Deck Connections DB, Clamps/Ball Connectors: 419 Peacock, Play Components: 419 Peacock, Slides/Tunnels/Gliders/E-Pods®: 421 Lagoon	50	1.00	EA
13.0	A	111404	<b>Post</b> Description: DB for 32"Deck 108"Alum Post, Posts/Arches: 414 Carbon	50	1.00	EA
14.0	A	111404	<b>Post</b> Description: DB for 48"Deck 124"Alum Post, Posts/Arches: 414 Carbon	50	1.00	EA
15.0	A	111404	<b>Post</b> Description: DB for 56"Deck 132"Alum Post, Posts/Arches: 414 Carbon	50	3.00	EA
16.0	A	111404	<b>Post</b> Description: DB for 72"Deck 148"Alum Post, Posts/Arches: 414 Carbon	50	2.00	EA
17.0	A	111404	<b>Post</b> Description: DB for 80"Deck 156"Steel Post, Posts/Arches: 414 Carbon	50	2.00	EA
18.0	A	130390	<b>Double Swoosh™ Slide</b> Description: Double Swoosh™ Slide 72"Dk DB, Posts/Arches: 414 Carbon, Clamps/Ball Connectors: 419 Peacock, Slides/Tunnels/Gliders/E-Pods®: 421 Lagoon	50	1.00	EA
19.0	A	124863	<b>SlideWinder2®</b> Description: 48"Dk DB 1 Straight 1 Left, Posts/Arches: 414 Carbon, Clamps/Ball Connectors: 419 Peacock, Slides/Tunnels/Gliders/E-Pods®: 421 Lagoon	50	1.00	EA
20.0	A	146007	<b>BIT 5/16 6-LOBE T45 TAMP</b> BIT 5/16 6-LOBE T45 TAMP	60	3.00	EA
21.0	A	146017	<b>L-KEY 6-LOBE T45 TAMP</b> L-KEY 6-LOBE T45 TAMP	60	3.00	EA
22.0	A	251713	<b>5i Formed Play Safe Plate 5-12 Years...</b> 5i Formed Play Safe Plate 5-12 Years w/Attaching HDW	60	2.00	EA
23.0	A	111783	<b>IND PLAY COMPONENTS</b> IND PLAY COMPONENTS	52	1.00	EA
24.0	A	201889	<b>IP JigJag Climber Single w/Firepole</b> Description: Alum Post, Direct Bury, Posts/Arches: 414 Carbon, Clamps/Ball Connectors: 419 Peacock, Play Components: 419 Peacock	52	1.00	EA
25.0	A	158997	<b>Pod Climber 10"</b> Description: DB, Play Components: 419 Peacock, Slides/Tunnels/Gliders/E-Pods®: 421 Lagoon	52	1.00	EA
26.0	A	120711	<b>Pod Climber 16"</b> Description: DB, Play Components: 419 Peacock, Slides/Tunnels/Gliders/E-Pods®: 421 Lagoon	52	1.00	EA
27.0	A	173591	<b>OmniSpin Spinner</b> Description: Surface Mount, Slides/Tunnels/Gliders/E-Pods®: 421 Lagoon	52	1.00	EA
28.0	A	158105	<b>Wobble Pod</b> Description: DB Only, Play Components: 419 Peacock, Slides/Tunnels/Gliders/E-Pods®: 421 Lagoon	52	1.00	EA

Continued on next page



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<i>Line</i>	<i>P &amp; M Code</i>	<i>Item #</i>	<i>Description</i>	<i>Product Line</i>	<i>Quantity</i>	<i>Unit of Measure</i>
29.0	A	182503	<b>Welcome Sign (LSI Provided)</b> Description: Welcome Sign (LSI Provided) Ages 5–12 years Direct Bury, Posts/Arches: 414 Carbon	20	1.00	EA
30.0	A	174018	<b>Belt Seat w/2 Chains</b> Description: Belt Seat ProGuard Chains for 8' Beam Height	52	2.00	EA
31.0	A	177349	<b>Half Bucket Seat w/2 Chains</b> Description: Half Bucket Seat ProGuard Chains for Toddler Swing	52	1.00	EA
32.0	A	173592	<b>Oodle® Swing</b> Description: DB Only, Beams: 419 Peacock, Molded Bucket Seats: 317 Limon	52	1.00	EA
33.0	A	177332	<b>Single Post Swing Frame</b> Description: Single Post Swing Frame 8' Beam Height Only, Posts: 414 Carbon, Beams: 419 Peacock, Clamps: 419 Peacock	52	1.00	EA
34.0	A	177337	<b>Toddler Swing Add-On Beam</b> Description: Toddler Swing Add-On Beam, Beams: 419 Peacock, Clamps: 419 Peacock	52	1.00	EA
35.0	A	101215	<b>SDS Touch Up Paint</b> SDS Touch Up Paint	60	1.00	EA
36.0	A	101219	<b>Touch Up Paint 4.5oz Can</b> Touch Up Paint 4.5oz Can	60	1.00	EA
37.0	A	101215	<b>SDS Touch Up Paint</b> SDS Touch Up Paint	60	1.00	EA
38.0	A	101219	<b>Touch Up Paint 4.5oz Can</b> Touch Up Paint 4.5oz Can	60	1.00	EA
39.0	A	101215	<b>SDS Touch Up Paint</b> SDS Touch Up Paint	60	1.00	EA
40.0	A	101219	<b>Touch Up Paint 4.5oz Can</b> Touch Up Paint 4.5oz Can	60	1.00	EA
41.0	AZ	114648	<b>Maintenance Kit</b> Maintenance Kit	60	1.00	EA
42.0	B	111687	<b>PLAYSHAPER PLAYGROUND</b> PLAYSHAPER PLAYGROUND	30	1.00	EA
43.0	B	139262	<b>Loop Arch</b> Description: 32"Dk DB, Play Components: 419 Peacock, Primary Permalene: 817 Recycled Limon/Black	30	1.00	EA
44.0	B	153020	<b>Curved Transfer Module</b> Description: Curved Transfer Module 32"Dk Right DB, Posts/Arches: 414 Carbon, Primary Permalene: 817 Recycled Limon/Black, Barriers/Ladders/Benches: 166 Gray, Decks/Step Ladders: 166 Gray	30	1.00	EA
45.0	B	111237	<b>Square Tenderdeck</b> Description: Square Tenderdeck, Decks/Step Ladders: 166 Gray	30	1.00	EA
46.0	B	113211	<b>Chimes Panel</b> Description: Above Deck, Primary Permalene: 817 Recycled Limon/Black, Secondary Permalene: 866 Recycled Gray/Black	30	1.00	EA
47.0	B	111397	<b>PS DECK POST DB</b> Description: DB for 32" Deck 98"Post, Post Number: 1, 8" Flange Qty: 0, 14" Flange Qty: 1, Left Deck Flange Qty: 1, Right Deck Flange Qty: 1, Insert Qty: 2, CTO Configured Part Number: 961448–30–414, Posts/Arches: 414 Carbon	30	1.00	EA

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<b>Line</b>	<b>P &amp; M Code</b>	<b>Item #</b>	<b>Description</b>	<b>Product Line</b>	<b>Quantity</b>	<b>Unit of Measure</b>
48.0	B	111397	<b>PS DECK POST DB</b> Description: DB for 32" Deck 98"Post, Post Number: 3, 8" Flange Qty: 0, 14" Flange Qty: 0, 24" Flange Qty: 1, Left Deck Flange Qty: 1, Right Deck Flange Qty: 1, Insert Qty: 2, CTO Configured Part Number: 961450-30-414, Posts/Arches: 414 Carbon	30	1.00	EA
49.0	B	111397	<b>PS DECK POST DB</b> Description: DB for 32" Deck 98"Post, Post Number: 4, 8" Flange Qty: 0, 14" Flange Qty: 0, 24" Flange Qty: 2, Left Deck Flange Qty: 1, Right Deck Flange Qty: 1, Insert Qty: 0, CTO Configured Part Number: 961451-30-414, Posts/Arches: 414 Carbon	30	1.00	EA
50.0	B	111397	<b>PS DECK POST DB</b> Description: DB for 32" Deck 98"Post, Post Number: 2, 8" Flange Qty: 0, 14" Flange Qty: 0, 24" Flange Qty: 2, Left Deck Flange Qty: 1, Right Deck Flange Qty: 1, Insert Qty: 0, CTO Configured Part Number: 961449-30-414, Posts/Arches: 414 Carbon	30	1.00	EA
51.0	B	132155	<b>Double Slide</b> Description: 32"Dk DB, Posts/Arches: 414 Carbon, Clamps/Ball Connectors: 419 Peacock, Slide Hoods/O-Zone®: 421 Lagoon, Slides/Tunnels/Gliders/E-Pods®: 421 Lagoon	30	1.00	EA
52.0	B	146007	<b>BIT 5/16 6-LOBE T45 TAMP</b> BIT 5/16 6-LOBE T45 TAMP	60	1.00	EA
53.0	B	146017	<b>L-KEY 6-LOBE T45 TAMP</b> L-KEY 6-LOBE T45 TAMP	60	1.00	EA
54.0	B	251723	<b>Flat Large Play Safe Plate 2-5 Years...</b> Flat Large Play Safe Plate 2-5 Years w/Attaching HDW	60	1.00	EA
55.0	B	111783	<b>IND PLAY COMPONENTS</b> IND PLAY COMPONENTS	52	1.00	EA
56.0	B	182503	<b>Welcome Sign (LSI Provided)</b> Description: Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury, Posts/Arches: 414 Carbon	20	1.00	EA
57.0	B	101215	<b>SDS Touch Up Paint</b> SDS Touch Up Paint	60	1.00	EA
58.0	B	101219	<b>Touch Up Paint 4.5oz Can</b> Touch Up Paint 4.5oz Can	60	1.00	EA
59.0	B	101215	<b>SDS Touch Up Paint</b> SDS Touch Up Paint	60	1.00	EA
60.0	B	101219	<b>Touch Up Paint 4.5oz Can</b> Touch Up Paint 4.5oz Can	60	1.00	EA
61.0	BZ	114648	<b>Maintenance Kit</b> Maintenance Kit	60	1.00	EA

Equipment

\$86,702.64

Delivery Charges

\$500.00

Continued on next page



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**Invoice Amount** **\$87,202.64**

Please include invoice number INV-113136 and remit to:

Landscape Structures Inc.  
SDS 12-0395 PO BOX 86  
Minneapolis, MN 55486-0395

Your Account Representative is:  
Stacey Schramel 1-888-208-9570

1.5% Finance Charge per Month Imposed  
After 30 Days of Invoice Date



**Terms & Conditions**

**Contract:** Seller's Copy of signed quote represents the contract between Seller and Buyer. This form supersedes all previous communications and negotiations and constitutes the entire agreement between the parties. Any changes to this contract are not binding unless jointly agreed in writing via Change Order.

**Project Scope** *(This Section For Quotes Including Installation)***Inclusions:**

- One Mobilization
- Accepting & Unloading of Order Prior to Installation
- Unpacking of Play Equipment
- Assembly of Play Equipment
- Placing, Digging or Surface Mounting Equipment (as specified)
- Concrete for Play Equipment Footings
- Standard Insurance Offer (Detail Provided Upon Request)
- Standard Warranty Offer (Detail Provided Upon Request)
- Standard Wage Rates

**Exclusions (Unless Specifically Quoted):**

- Storage or Security of Equipment
- Private Utility Locates (irrigation, low voltage, lighting, etc.)
- Additional Labor Due to Site Access. Require 8' Wide Clearance from Staging Area to Play Space.
- Additional Labor and/or Related Costs Due to Subsurface Conditions (Rock, Hardpan, Heavy Clay, Ground Water, etc.)
- Additional Labor and/or Related Costs Due to Working in Unstable Soils (Sand, Pea Rock, Mud, Poor Site Drainage, etc.)
- Offsite Removal of Spoils From Footing Holes or Other Excavation. Can be stockpiled for owner removal or left in play space
- Disposal of Packing Material. Can be Stockpiled for Owner Removal or Deposited in Owners Onsite Dumpster
- Removal of Existing Play Equipment, Border or Safety Surfacing Material
- Site Work of Any Kind. Exclusions include, site grading (owner to provide max slope of 1%), site restoration, drainage, etc.
- Border for Play Space
- Bonding of Any Type
- Permits of Any Kind

**Acceptance of Quotation:**

<b>Accepted By (Print)</b> Director/Owner	<b>PO#:</b>
<b>Signature:</b>	<b>Email:</b> email address
<b>Title:</b>	<b>Phone:</b>
<b>Date:</b>	<b>Purchase Amount:</b> \$87,202.64



